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Contract

Between The

West Geauga Board of Education

And The

West Geauga Education Association

Terms of Contract

July 1, 2017

to

June 30, 2020

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ARTICLE I – RECOGNITION

A. RECOGNITION

The West Geauga Board of Education, hereinafter referred to as "Board", recognizes the West Geauga Education Association, hereinafter referred to as "Association", as the sole and exclusive teacher representative for all members of the bargaining unit during the length of this Contract.

B. DEFINITION OF THE BARGAINING UNIT

The bargaining unit shall consist of all teachers recognized to be certificated and/or licensed and employed by the Board. "Teacher" shall mean any person professionally employed to work in a regular, consistent assignment that does not require an administrative or supervisory certificate and/or license under Ohio law, excluding school psychologists. Teacher shall also include the following bargaining unit positions: Licensed Practical Nurse; Medical Assistant; Mathematics Coach/Instructor; and Literacy Coach/ Instructors.

C. CHANGE OF RECOGNITION

A change in recognition for successor Contracts shall be in accordance with Chapter 4117, Ohio Revised Code.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. OPENING NEGOTIATIONS

Negotiations between the Board and the Association for a successor Contract shall begin on or about February 1st of the final year of this Contract. Between January 15th and January 31st of that year, the President of the Association shall contact the Superintendent of Schools to establish a date, place, and time to meet. Such agreement shall be followed by a written request to begin negotiations as per the oral agreement reached by the Association's President and the Superintendent.

B. TEAMS

- 1. The Board's negotiating team shall consist of a maximum of six (6) members. The Association's team shall consist of a maximum of six (6) members appointed by the recognized teacher organization. Each team may also have a consultant/attorney.
- Any team member, including the spokesperson, may be changed at any time, so long as the team size does not exceed the maximum number.
 No other person may attend these negotiations, except by mutual agreement.

C. SCOPE OF NEGOTIATIONS

The scope of negotiations shall be determined by the Ohio Collective Bargaining Law (O.R.C. 4117).

D. BARGAINING PROCEDURES

- 1. At the first meeting, a mutual exchange of proposals shall occur. Thereafter, no additional items may be added to the agenda unless mutually agreed upon.
- During the course of negotiations, items tentatively agreed to shall be reduced to writing, signed, by the spokesperson for each negotiating team, and set aside. No item shall be considered finally accepted until all items have been resolved and acted upon by the Board and the Association.
- 3. All negotiations shall be held during times mutually agreed upon and shall continue for a period of sixty (60) days or until the parties agree upon a Master Contract, whichever occurs first. After sixty (60) days negotiations shall take place at the call of the mediator. Each after school session shall not exceed three (3) hours unless by mutual consent, or unless directed otherwise by the mediator per Article II., F. below. The first two days of negotiations shall be held during the school day.

- 4. Either team may call for a caucus at any time. If either team believes that such caucus would extend beyond thirty (30) minutes, it may request that the negotiations session be recessed until a later time.
- 5. Either team may declare a recess when it appears that meaningful progress cannot be attained at that time. A recess can begin only after mutual agreement on the time and place for the continuation of the negotiating session, except when a team calls a recess expressly because it reasonably believes the team make-ups are not compatible to productive bargaining. In such a case there is no requirement for the teams to meet throughout the remainder of the first sixty (60) day period. After sixty (60) days, meetings, recesses, and caucuses shall be subject to the mediator's authority.
- 6. Before the close of each meeting, the date and time of the next necessary meeting shall be established. It is agreed that weekly sessions scheduled in advance are most desirable.
- 7. Periodic oral or written news releases may be issued during negotiations provided that any such releases shall have prior approval of the participants. However, progress reports may be made to the Board by its team and to the Association by its team at any time. Each team has the responsibility to caution their respective membership relative to breaches of confidentiality of the current negotiations.

E. AGREEMENT

- When total agreement is reached by the negotiating teams, all initialed tentative language shall be compiled in Contract form. The final copy shall contain all terms of the Contract and the effective date of the Contract.
- 2. Both teams shall recommend the agreed upon package to their respective constituencies, unless it is indicated in advance that it will not be recommended.
- 3. The negotiated Contract shall first be submitted to the Association for ratification. When the Association ratifies the Contract, its President shall affix his/her signature. The Association shall give three (3) days notice to the entire bargaining unit before a ratification vote. During the school year, such vote shall be taken in the school buildings under the supervision of Association representatives. The Association shall notify the Board as to the results of its ratification vote.
- 4. When the Association has ratified the Contract, the Board, at its next regular or at a special meeting, shall accept or reject the Contract. When the Board ratifies the Contract, its President shall affix his/her signature, and the Contract shall become a legal contract binding on both parties.

F. DISPUTE RESOLUTION PROCEDURES

- 1. If agreement is not reached within the specified time limits, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.
- 2. If the FMCS cannot supply a mediator, the mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules, unless a mediator agreeable to both parties is available from the State Employee Relations Board.
- 3. Mediator costs shall be shared equally by the Board and the Association. An expert witness or consultant witness shall be paid for by the party requesting the service.

G. GOOD FAITH

The parties agree to bargain in good faith with the intention of reaching an agreement, or to resolve questions arising under the Contract. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE

A claim by a member of the bargaining unit hereinafter called the "grievant," or the Association, that there has been a breach of any provision of this Contract that affects the grievant, may be processed as a grievance as hereinafter provided.

B. INFORMAL PROCEDURE

In the event the grievant believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with the immediate supervisor or the lowest level administrator with the authority to resolve the issue. Such grievance must be raised within twenty (20) working days of the occurrence giving rise to the grievance. If, after the informal discussion with his/her immediate supervisor (or another administrative authority as the parties may agree), a grievance still exists, he/she may invoke the formal grievance steps within ten (10) working days. Members of the bargaining unit are encouraged to use the informal procedure. If, however, the grievant wishes to bypass the informal procedure, he or she may initiate the grievance at Step I.

C. STEP I

The grievant must submit on a prescribed form to the grievant's immediate supervisor or the lowest level administrator with the authority to resolve the issue a completed grievance form (found in Article III, L.). Five (5) working days of the receipt of said form, the immediate supervisor shall meet with the grievant and the grievant's representative, if requested by the grievant, in an effort to resolve the grievance. The immediate supervisor shall indicate in writing a disposition of the grievance within five (5) working days after such meeting with said grievant.

D. STEP II

Within ten (10) working days after receiving the decision of the immediate supervisor and assuming no satisfaction, or if no decision is rendered within the time limits, the grievance may be continued by submission of the written grievance and responses to the Superintendent five (5) working days of the receipt of said grievance, the Superintendent shall meet with the grievant, and the grievant's representative, if requested by the grievant, in an effort to resolve the grievance. The Superintendent shall indicate in writing a disposition of the grievance within ten (10) working days after such meeting with said grievant.

E. STEP III

Within ten (10) working days after receiving the decision of the Superintendent and assuming no satisfaction or if no decision is rendered within the time limits, a written notice and the grievance packet (the written grievance and responses) must be submitted to both the Superintendent and the Treasurer to continue the process. The Board, at its next regularly scheduled meeting with at least ten (10) working days notice, or at a time mutually agreed to by the parties, shall meet with

the grievant and the grievant's representative, if requested by the grievant, to hear such grievance in private. The disposition by the Board shall be made to the grievant within five (5) working days following the hearing.

F. STEP IV

Within twenty (20) working days after receiving the decision of the Board and assuming no satisfaction or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent. The grievance may then be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) working days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. The arbitrator is specifically prohibited from making any decision contrary to law. Except in procedural questions relating to the Contract, the arbitrator in his decision shall not substitute his judgment for that of the administration in carrying out its duties. Both parties agree that the award of the arbitrator shall be binding. The fees and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. Any other costs shall be the responsibility of the party incurring those costs.

G. TIME LIMITS

The time limits provided in this article shall be strictly observed and may be extended only by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. DAYS

For purposes of this article "working days" shall mean actual days worked during the school year and weekdays exclusive of holidays during summer recess.

I. ARBITRABILITY

Any disputes as to the arbitrability shall be determined by the arbitrator.

J. SETTLEMENTS

Any settlement reached without the concurrence of the Association will not be binding on the Association nor shall it set a precedent.

K. <u>FORM</u>

The grievance form which is to be used in the processing of all formal grievances as found at Article III, L. herein shall remain in effect during the term of this Contract.

L.		
(1) (2) (3)	Grievant Administrator Superintendent	
	V	est Geauga Local Schools Chesterland, Ohio
STEP	: I - II - III - IV (Circle one)	DATE:
GRIE\	/ANT	SCHOOL
STATI	EMENT OF GRIEVANCE	: (List specific contract provisions in which alleged violation occurred.)
BASIS	S OF GRIEVANCE:	(State the activities and actions that are the basis of the grievance and the date(s) that the violation allegedly occurred. Be as specific as possible.)
ACTIO	ON REQUESTED:	

Signature of Grievant

Date

Signature of Association Representative

Received by (Signature)

ARTICLE IV - ASSOCIATION RIGHTS AND SECURITY

A. ASSOCIATION RIGHTS

As the sole and exclusive representative of members of the bargaining unit during this Contract, the Association shall have privileges, as below, not provided any other organization alleging representation of members of the bargaining unit, to the extent allowed by law. Nothing in this Article shall restrict the individual rights of teachers.

B. USE OF BUILDINGS, FACILITIES, AND EQUIPMENT

The Association has the right to use the school buildings and facilities at reasonable times, except that the administration may prohibit such use during the school day. Actual costs, above regular costs, for use of these facilities shall be paid by the Association. The Association shall have the right to use equipment when not in use for other school business. Use of such equipment shall be subject to approval by the principal. The Association shall reimburse the Board for supplies used, and shall assume its share of the financial responsibility for loss or damage to said equipment while in use by the Association. Use of public address systems shall be restricted to making announcements regarding notice of meetings.

C. USE OF MAILBOXES AND <u>BULLETIN BOARDS</u>

The Association has the right to use in-school mailboxes and the use of a bulletin board located in each building's teacher lounge. Such bulletin board shall be no less than two feet (2') by two feet (2').

D. STAFF DIRECTORY

The Association has the right to receive a staff directory if and when one is produced, along with such updates as are produced.

E. BOARD AGENDA AND FINANCIAL DOCUMENTS

The Association President has the right to receive, in a timely fashion, copies of Board agendas, minutes, and such financial documents as are required by law. If requested, the Board will also provide the Association President all documents provided to the Board unless prohibited by law.

F. PUBLIC DISPLAY OF PHOTOGRAPHS

The Superintendent or his designee shall obtain the prior consent of the bargaining unit member prior to publicly displaying his/her photograph or other visual recording.

G. FAIR SHARE FEE

The Association has the right to annual and continuing payroll deductions of Association dues, fees, political contributions, and assessments authorized by the individual member of the bargaining unit. Association dues and fees and payroll deductions shall be in the amount certified by the Association no later than September 30 to the Board Treasurer, except that the amount for the fair share fee shall conform to Article IV, H., herein. These deductions shall commence with the second payday in October and continue each second pay of the month through July. In the event a teacher will cease to have right to salary prior to completing deduction of a given amount within that Contract year, the Board Treasurer shall deduct the amount due from the teacher's last paycheck. Teachers may discontinue membership in the Association between September 1 and September 15 in any year by notifying the Board and Association treasurers in writing. Any teacher making such notification will then become a fair share fee payer according to Article IV, G.

H. NOTIFICATION OF FAIR SHARE FEE

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the time of this Contract. No non-member filing a timely demand shall be required to subsidize partisan or ideological causes not germane to the Association's work in the realm of collective bargaining.

I. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notification of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association, to the Treasurer of the Board on or about December 1 of each year during the term of this Contract for the purposes of determining amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the Association.

J. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

Payroll deduction of such fair share fees shall begin at the second payroll in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until their second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

K. TRANSMITTAL OF DEDUCTIONS

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

L. PROCEDURE FOR REBATE

The Association represents to the employer that an internal rebate procedure has been established in accordance with section 4117.09 of the Ohio Revised Code and that procedure for challenging the amount to the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

M. ENTITLEMENT TO REBATE

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.

N. INDEMNIFICATION OF BOARD

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board of any cost or liability incurred as a result of the implementation and enforcement of this provision, including payroll deduction, provided that:

- 1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- 2. The Association shall reserve the right to designate counsel to represent and defend the Board:
- 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- 4. The Board acted in good faith compliance with the fair share fee provision of this agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

O. ASSOCIATION RELEASE TIME

- 1. The Superintendent shall provide the Association President one (1) period per day for the purpose of conducting Association business.
- 2. The Association shall be provided seven (7) release days for Association business.

P. ADMINISTRATIVE ACTIONS

No teacher shall be adversely evaluated, disciplined, or reduced in rank or compensation without being given the opportunity to show that such evaluation, discipline, or reduction is without basis. The teacher shall have a right to representation.

ARTICLE V – ADMINISTRATION-ASSOCIATION COMMITTEE

A. PURPOSE

At such times during the school year that negotiations are not being conducted, the Administration-Association Committee may meet to discuss matters of concern to either party. When feasible, concerns should be addressed at the appropriate building or department level prior to being discussed by the above-mentioned committee.

B. MEMBERSHIP

The committee shall be comprised of no more than five (5) representatives for the Board and no more than five (5) representatives for the Association unless mutually agreed to by the parties.

C. <u>AUTHORITY OF COMMITTEE, RULES, AND REPORTS</u>

The committee shall set its ground rules for meetings, but it has no authority other than to meet, confer, and report on its discussions. Such written reports shall be made within two (2) weeks of each meeting to the Board and Association.

D. TRAINING

Training may be requested for the committee by either party and will commence only by mutual consent.

E. RELATIONSHIP TO THE GRIEVANCE PROCESS

The Administration-Association Committee does not replace the grievance process.

ARTICLE VI - GENERAL WORKING CONDITIONS

A. VACANCIES

<u>Definition of Vacancy</u> – A vacancy shall exist when the administration determines that a current position in the bargaining unit is, or shall become vacant and to be refilled, and/or when there is known to be the creation of a new position in the bargaining unit. If a current position is being eliminated, there shall be no vacancy for that position.

B. TRANSFERS

The transfer and vacancy of teachers and vacancy postings shall be the responsibility of the Superintendent.

- 1. Each teacher may be transferred to any other position for which he or she is qualified and certified and/or licensed. Involuntary transfers shall not be arbitrary, capricious, or discriminatory with preference given to seniority, certification/licensure, and experience in the areas of transfer. The teacher will receive written notification with reasons for the transfer.
 - a. A teacher may be involuntarily transferred if, in the determination of the Superintendent, such transfer is necessary due to a decline in enrollment or a need to adjust educational programming for students.
 - b. In the event that the Superintendent determines no preference among eligible teachers to be involuntarily transferred, the teacher with the least seniority, as defined in Article VI., E., Reduction in Force, will be transferred.
 - c. The teacher and Association President shall be notified of the involuntary transfer prior to any public notice.
- 2. A member of the bargaining unit may request a transfer, in writing to the Superintendent with a copy to the principal. A request for transfer does not guarantee that such a transfer will be made. All requests for transfer not granted shall be provided a reason(s) for not being granted. All bargaining unit members who request a transfer shall be notified in writing when the position they are requesting is filled.
- 3. Teachers are encouraged to discuss transfers with the principal, appropriate supervisor, or the Superintendent.
- 4. Teachers will be notified of all bargaining unit vacancies by the posting of job notices in each building and on the district web page. Notification of all bargaining unit vacancies shall also be communicated to teachers via the district email service within five (5) days of the creation of the vacancy. Deadlines and qualifications for application will be included in the notice. Except under extenuating circumstances, posting shall take place at least ten (10) days prior to filling the vacancy. All timely teacher applications

shall be considered. Teachers shall be notified of vacancies that occur during the summer via the district email service and the district web page.

- a. The ten (10) day internal posting may be waived due to extenuating circumstances upon written agreement of the Association and the Board.
- 5. Except under extenuating circumstances, involuntary transfers shall be for the following school year and members of the bargaining unit shall be given at least thirty (30) days advance written notice of transfer.

C. ASSIGNMENT

By the last teacher contracted day of each year, the administration shall notify, in writing, each teacher of his/her assignment to a specific area for the ensuing school year.

 Except under extenuating circumstances, members of the bargaining unit shall be given at least twenty (20) days advance written notice of change of assignment.

D. SENIORITY

Unless otherwise stated, seniority shall be defined throughout this Contract as stated in the Reduction in Force section herein.

E. SCHOOL CALENDAR

The school calendar will be developed by a committee composed of up to five (5) WGEA members appointed by the WGEA President and up to five (5) administrators. The committee shall convene to develop the school calendar. The committee shall submit the calendar proposals to the membership for a vote. The selected and other designed calendars will be sent to the Board for consideration. The Board shall approve the calendar no later than March. The approved calendar shall be sent by email to all members, thereafter.

F. POST-SECONDARY ENROLLMENT

The determination of student eligibility for post secondary enrollment will be restricted as much as allowable under Ohio Revised Code mandates.

G. WEST GEAUGA PROFESSIONAL DEVELOPMENT COMMITTEE

The West Geauga Professional Development Committee, in compliance with Ohio Revised Code 3319.22, shall be composed of eleven (11) members - eight (8) WGEA member representatives and three (3) administrators. The WGEA member representatives shall be elected by the Association members within each respective building. The administrators shall be appointed by the Superintendent.

- 1. Terms on the WGPDC shall be determined by the WGPDC with approval by the Association. Vacancies occurring during a term shall be filled by the appointing authority.
- 2. There shall be a process to appeal WGPDC decisions. This process will be outlined in the WGPDC policies, procedures, and guidelines document.
- 3. The WGPDC shall determine the time, place, and dates of its meetings.
- 4. Expenses of the WGPDC shall be borne by the Board up to an annual cap of \$17,500.00, which includes stipends, costs for release time, chairperson stipend, and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of eight (8) meetings during the school year. A maximum of four (4) meetings can be held outside of the school day or school year. Each teacher committee member who attends one of these four (4) meetings will be provided a stipend of \$150.00 per meeting. Attendance at related professional development workshops and/or training shall be provided for WGPDC members as deemed necessary to perform their duties.
- 5. No action of the WGPDC shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.
- 6. Members of the WGPDC shall be indemnified for actions related to the proper performance of their duties as members of the WGPDC.
- 7. The chairperson shall be elected by a majority of the WGPDC.
- 8. The chairperson shall receive a stipend of \$1,500.00 annually.
- 9. Secretarial help will be provided to the committee from within the current central office staff.

H. JOB SHARE

Two (2) teachers may submit a request to the Superintendent to share one (1) full-time position. The Superintendent may approve the request subject to the following conditions:

- Denial of a job share request shall not be arbitrary, capricious, or discriminatory and it shall not be subject to the grievance process.
- 2. Teachers must be fully certificated and/or licensed for the position to be shared.
- 3. Teachers wishing to share a full-time position must indicate the same in writing to the Building Principal and the Superintendent by May 1.

- 4. Each teacher sharing the full-time position will be hired as a half-time teacher.
 - Each teacher will be required to pay the half-time percentage amount for insurance if they opt to use the District's insurance policies.
 - 1. The Board's total cost for benefits for both teachers will not exceed the cost of one (1) Family insurance plan.
 - b. Each teacher will be entitled to one and one-half (1.5) personal days.
 - c. Each teacher will be entitled to one and one-half (1.5) professional days.
 - d. Each teacher will accrue sick leave at a rate of 0.625 days per month.
 - e. Each teacher will earn 0.500 seniority credit for the year.
- 5. Each teacher sharing the full-time position will teach one-half (0.5) day as determined in Article VI., Y., (e.g. the first 230 minutes of the designated teacher work day or the last 230 minutes of the designated teacher work day at the high school and middle school; the first 223 minutes of the designated teacher work day or the last 223 minutes of the designated teacher work day at the elementary buildings).
 - Staff meetings, committee work, and related activities will be divided equally between participants in the job share arrangement.
 - b. The teacher working the first half (0.5) of the day will attend all before-school meetings that are required for all full-time teachers, and the teacher working the second half (0.5) of the day will attend all after-school meetings that are required for all full-time teachers.
 - c. It is the responsibility of each job share participant to fullyinform their counterpart, in a timely manner, of information disseminated during before-school and after-school meetings.
 - d. When feasible, mutual planning time will be scheduled for job share participants (e.g. at the end of the morning schedule and beginning of the afternoon schedule)

- e. If a substitute is needed for one (1) of the teachers in the shared position, the other teacher agrees to work for the full day at the teacher's per diem rate, provided no other substitute could be found. Exceptions include last-minute notice or other extenuating circumstances that will be handled on a case-by-case basis.
- 6. Each teacher sharing the full-time position will be fully responsible for all teaching duties of said position (including, but not limited to, lesson planning, preparation of classroom materials, parent communications, record keeping, grading and grade reporting, etc.)
- 7. Each teacher sharing the full-time position will be scheduled for performance review according to current building policy.
- 8. A long-term substitute will be hired to fill the full-time position of one (1) of the two (2) teachers in the shared position. Determination of placement will be made by the Superintendent.
 - a. At the end of the year in a shared position, both teachers will return to the full-time positions held prior to the job share, if said positions still exist. If said positions do not exist, each teacher will be assigned to a position for which they are certificated and/or licensed.
- 9. Prior to April 30 of the year of the job share arrangement, participants will meet with the Superintendent and Building Principal to evaluate the arrangement. Participants may request that the job share continue for the subsequent school year pursuant to the provisions set forth above.

I. MASTER TEACHER COMMITTEE

The Master Teacher Committee, in compliance with the regulations of the Ohio Department of Education, shall be composed of five (5) members – four (4) WGEA member representatives and one (1) administrator. The WGEA member representatives shall be elected by the Association members. The administrator shall be appointed by the Superintendent.

- 1. Terms on the Master Teacher Committee shall be three (3) years (July 1 to June 30). Vacancies occurring during a term shall be filled by the appointing authority.
- 2. There shall be a process to appeal Master Teacher Committee decisions. This process will be outlined in the Master Teacher Committee policies, procedures, and guidelines document.
- 3. The Master Teacher Committee shall determine the time, place, and dates of its meetings.

- 4. Expenses of the Master Teacher Committee shall be borne by the Board and will be included as part of the annual cap of costs associated with Article VI, AC., 4., Expenses will include stipends, costs for release time, chairperson stipend and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of five (5) meetings during the school year. A maximum of one (1) meeting can be held outside of the school day or school year. Meetings will only be held if needed. Each teacher committee member who attends the meeting that is held outside of the school year will be provided a stipend of fifty dollars (\$50.00). Attendance at related professional development workshops and/or training shall be provided for Master Teacher Committee members as deemed necessary to perform their duties.
- 5. No action of the Master Teacher Committee shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.
- 6. Members of the Master Teacher Committee shall be indemnified for actions related to the proper performance of their duties as members of the Master Teacher Committee.
- 7. The chairperson shall be elected by a majority of the Master Teacher Committee.
- 8. Any bargaining unit member elected as chairperson shall receive a stipend of two hundred fifty dollars (\$250.00) annually.
- 9. Secretarial help will be provided to the committee from within the current central office staff.

ARTICLE VII-WORK DAY/WORK YEAR

A. SCHOOL DAY

The normal school day at the high school shall not exceed seven (7) hours, forty (40) minutes; the normal school day at the middle school shall not exceed seven (7) hours, forty (40) minutes; and the normal school day at the elementary school(s) shall not exceed seven (7) hours, twenty-five (25) minutes.

- 1. <u>Lunch</u> The school day shall include a daily minimum thirty (30) minute duty-free, uninterrupted lunch period.
- 2. Planning Periods The high school and middle school day (6-12) shall include at least one (1) planning period of forty (40) minutes or one (1) class period whichever is longer. The regular 5-day work week at the elementary schools shall include: a) 210 minutes of uninterrupted planning time in daily increments of at least 30 minutes during the student portion of the work day; b) a maximum of 45 minutes of principal-directed teacher-based team activities and 45 minutes of principal facilitated collaboration time; and c) lunch duty (up to once per week), and/or other duty coverage (except recess duty which will not be assigned), as assigned. In addition, Intervention Specialists shall receive one (1) day per month for IEP writing and paperwork.
 - a. Such planning periods may be of greater length and more planning periods may be provided on any given day at the discretion of the administration.
 - b. Such planning periods, no matter the length, shall be uninterrupted. for at least the minimum times expressed in Article VII, A., 2., above.
 - c. The total amount of planning time shall be comparable for all teachers at the middle school and high school. The total amount of planning time shall be comparable for all teachers at Lindsey and Westwood elementary buildings.
 - d. The administration may assign a regular teacher to cover a class under the following circumstances on a rotating basis:
 - 1) where no teacher volunteers for the coverage;
 - 2) in the event a teacher's class must be covered in an emergency.

The teacher shall be paid the class coverage rate established in Article XIV, Q.

- e. A teacher shall also be paid the class coverage rate if a planning period is lost to supervise students or attend a mandatory meeting, IEP, IAT, or other administrative directed meeting.
- Teachers traveling between buildings will be provided appropriate time as follows: thirty (30) minutes between Westwood and Lindsey; 30 minutes between Lindsey/Westwood and MS/HS; and 20 minutes between HS and MS.
- 4. Individualized Education Plan (IEP) Meetings for Special Education Students Teachers who are asked to and agree to attend IEP meetings that must occur outside the scheduled work day, will be compensated at the Classroom Coverage by Teachers rate in Article XIV, Q., of this Contract, rounded to the next quarter hour. Classroom coverage shall be provided to teachers who attend IEP/IAT meetings during scheduled class periods.
- 5. <u>Leaving the Building</u> Upon notifying the building principal and/or designee, a teacher may leave the building during his/her lunch period and at other times during the school day.
- 6. <u>Student Contact Time</u> A teacher's student contact time (teaching and supervisory) shall not exceed on a daily basis five (5) hours, fifty (50) minutes at the secondary level nor six (6) hours, twenty-five (25) minutes at the elementary level.
- 7. <u>Preparations</u> A good faith effort will be made to limit the number of preparations per teacher at the secondary level, if more than three preparations are assigned, the teacher shall receive written reasons and an attempt will be made to find a resolution.
- 8. <u>Classroom Safety</u> A good faith effort will be made to assign an appropriate number of students to the available workstations in labs and other special classrooms (e.g., science labs, Technology Education, Family and Consumer Science labs, art labs).
- 9. <u>Class Size</u> A good faith effort will be made to balance the number of special education students to regular education students in each classroom at each grade level or subject area as appropriate. A good faith effort will be made to keep class size at twenty five (25) or below at the elementary level.
- 10. Student/teacher ratio in study hall or supervision for Professional Learning Communities shall not exceed 40:1.
- 11. The Medical Assistant, LPN and RN shall be contracted to work a full school day.

B. SCHOOL YEAR

- 1. The school year shall consist of one hundred eighty-four (184) days. Up to one hundred eighty-one (181) but no less than one hundred eighty (180) days shall be designated as instruction days. The last work day shall be designated as teacher report day, and up to two and one half (2.5) but not less than two (2) days shall be designated as professional in-service days, one of which shall be the first workday of the contract year, and one to be scheduled as agreed by the Board and Association. The remaining half (0.5) day shall be designated as an additional teacher report day. The remaining half (0.5) professional in-service day will be scheduled on the same day as the half (0.5) teacher report day and will occur between semesters. The Board and the Association agree that NEOEA Day will not be a paid day, and school will not be in session on this day.
- 2. It is recognized that the 184 day school year is in excess of the minimum contact hours mandated by the State of Ohio. Therefore, the first eight (8) calamity days shall not be made up, calamity day nine (9) and ten (10) shall be deemed teacher professional development days.
- 3. a. The Board shall provide guidance counselors an additional ten (10) workdays divided between the end of the school year and beginning of the school year paid at the per diem rate.
 - b. The Board shall provide an additional five (5) extended workdays either before or at the end of the school year to the RN, LPN, and MA. The days to be worked will be determined by the RN.
- 4. At the Superintendent's discretion additional per diem days during the summer can be approved for bargaining unit members.
- 5. <u>Night Activities</u> All teachers shall be required to work only one Open House per school year.
- 6. New Teacher Orientation All teachers new to the West Geauga Local School District who are in attendance at New Teacher Orientation shall be paid at a daily rate equal to 0.006 of the current B.A. base salary.

C. STAFF MEETINGS

- 1. <u>Elementary Staff Meetings</u> Elementary teachers may be required to attend up to one (1) staff meeting per semester that may extend before or after the normal teacher workday. The length of each meeting is not to exceed one hour duration. Staff meetings shall not be used for Professional Development.
- 2. Each building may establish a site-based steering team, for the limited purpose of determining whether additional staff meetings are necessary or beneficial to the operation of the building. Such additional meetings may extend before and/or after the normal workday, and may be in addition to the contractual restrictions contained above.

- 3. High School and Middle School teachers may be required to attend one staff meeting per semester that will extend one hour beyond the workday. Staff meetings shall not be used for Professional Development.
- 4. Teachers may be required to attend one staff meeting per month following student dismissal during the contracted work day.
- 5. Steering/Department Head/Team Leader Meetings. Such meetings may be held once per month during the contractual school year and may not exceed one (1) hour in duration.

ARTICLE VIII - REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the size of the teaching staff as a result of decreased enrollment, suspension of schools, territorial changes affecting the district, changes in curriculum, changes in use of instructional personnel, financial reasons, or other reasons provided for by statute, reduction will be made in accordance with the Ohio Revised Code. Section 3319.17.

A. GENERAL PROCEDURES

- 1. In the event of a necessary reduction in number of certificated and/or licensed staff, the number of persons affected will be kept to a minimum by not employing replacements insofar as practicable for teachers who resign or retire or whose limited contracts are not renewed or terminated for cause. Preference for retention shall be given first to teachers with continuing contracts and second to teachers with limited contracts. Seniority within each category of teachers and comparable evaluations shall be followed.
- 2. Reduction not achieved by attrition shall be accomplished first by laying off teachers who do not have continuing contracts through suspension of contracts, and second, if necessary, by suspending continuing contracts.
- 3. The Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any bargaining unit member based on seniority, except when making a decision between bargaining unit members who have comparable evaluations.
- 4. The order of reduction in both groups of limited and continuing contract personnel shall be determined by their performance as indicated on their evaluations. If the evaluation of more than one teacher is comparable, the least senior of that group shall be reduced first. To determine the comparable evaluations the most recent three (3) years of evaluations shall be used.
 - a. For the purposes of Reductions in Force, teachers will be assigned a numerical rating based on his/her final summative rating for each year of the preceding three (3) evaluations years using the following values:
 - 1. Accomplished = 5 points
 - 2. Skilled = 4 points
 - 3. Developing = 2 points
 - 4. Ineffective = 0 points
 - b. As set forth below in Subsection 7, for any year in which a Teacher has not been assigned a final summative rating within the three (3) year period, the teacher's final summative rating for the preceding year shall be used.

c. Teachers will be grouped using their cumulative numerical rating as follows:

Group A: 12 or more points

Group B: 7-11 points Group C: 4-6 points

Group D: 3 or less points

- d. Teachers within each group will be deemed to have comparable evaluations for the purposes of this Article.
- e. Reduction in Force will be administered in the following order for Limited Contracts and then Continuing Contracts and will be made by seniority in each group:
 - 1) Group D
 - 2) Group C
 - 3) Group B
 - 4) Group A
- f. Example: Where a teacher is rated Accomplished for two (2) years and Skilled for one (1) year, the group to which a teacher would be assigned for comparable evaluations would be computed as follows:
 - Accomplished (5) + Accomplished (5) + Skilled (4) = 14
 - This teacher is assigned to Group A for determining comparable evaluations.
- g. Where only one (1) evaluation is available, the group would be determined by multiplying the teacher numerical rating by three (3).

Example:

A teacher rated skilled would be assigned to a group as follows: Skilled (4) \times 3 = 12. The teacher would be assigned to Group A for determining comparable evaluations.

h. Where only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by 1.5 to determine the numerical rating.

Example:

A teacher with two (2) years of evaluations with both evaluation ratings as "Developing": The comparable group would be computed as follows: Developing (2) + Developing (2) = 4, then $4 \times 1.5 = 6$. The comparable group assigned would be Group B.

i. Where there are no evaluations available (e.g. first year teacher, leave of absence) the teacher's rating is 0.

- 5. Prior to a Reduction in Force, the administration and WGEA shall review the current seniority list for accuracy. The seniority list shall include the employee name, years of service in the district, areas of licensure/certification, and contract status (limited or continuing) in descending order from most to least senior.
- 6. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that a bargaining unit member is required to work a percentage of the time that s/he otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the bargaining unit member otherwise would receive under the contract.
- 7. Bumping procedures shall be used to determine and ensure that the least senior person in the comparable group is reduced. Bumping shall be defined as a teacher with more district seniority taking the position of a teacher with less district seniority. A teacher may bump when s/he otherwise loses his/her position due to a reduction in force. A teacher may only bump into areas in which s/he is certified/licensed. OTES/OSCES teachers may bump into their comparable category or below or a less senior non-OTES/OSCES member. Non-OTES/OSCES teachers may bump the least senior teacher in their area of certification/licensure.

B. <u>SENIORITY LISTS</u>

<u>Posting of the Seniority List</u> – The Board shall prepare and post on the bulletin boards in the faculty lounges, a seniority list indicating the first day worked relating to the most recent continuous service, the level of certification/license, the area(s) of certification/license, and the years of seniority for each employee in October and December of each work year. The President of the Association shall be provided with a copy of the seniority list prior to posting.

- 1. The names of employees on the seniority list shall appear in seniority rank order within areas of certification/ licensure with the name of the most senior employee appearing at the top of the list and the name of the least senior employee appearing at the bottom of the list.
- 2. The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.
 - a. All teachers with continuing contracts shall be placed on a seniority list(s) within their area(s) of certification/licensure.
 - b. Teachers with limited contracts will be placed on the seniority list(s) according to the area(s) in which they are certified/licensed.
- Seniority shall be determined by the length of continuing service in the district under a teacher's contract. Length of continuing service shall be deemed to begin with the effective date of employment set forth in the earliest contract.

- a. Required military service shall not be considered an interruption in service.
- b. Unpaid leaves of absence granted by the Board shall not be counted toward seniority; however, length of continuing service shall continue to accumulate when the teacher returns to service.
- c. "Contract" as used in Article VI, F., 3., above shall mean only a limited or continuing contract with the Board, not substitute or supplemental contracts.
- 4. A full year's seniority will be calculated based on one hundred and twenty (120) days or as a decimal fraction of full year's service based on the actual number of days of active duty (including all days of paid leave approved by Board policy) divided by the number of scheduled days of that school year, i.e., a teacher with 120 days of active duty in a 184 day school year would receive 0.652 year of seniority credit.
 - a. For purposes of determining seniority credit for those teachers who are or have been scheduled to work less than a full day, the proration rate for seniority credit shall be calculated as the ratio of hours actually worked or paid for during the school year by such employee to the hours which would be worked during the school year by a full-time salaried teacher in the same role. Such calculation shall be done to the nearest tenth of an hour based upon the normal school day for high school teachers, middle school teachers and elementary school teachers as defined by Article VI, Y., of the contract. Additionally, such calculation shall be based on a school year of 184 days.
 - b. Proration of seniority shall be effective September 1, 1982. Prior to that date, seniority shall be determined by the teacher's length of continuous service irrespective of full or part-time status.
- 5. The seniority list will be published by October 15 of each school year. Any corrections of this list shall be indicated in writing to the Superintendent by November 15th. A corrected and final list will be published by December 15th. Appeals regarding questions of seniority must be made in writing to the Superintendent by November 15th.
- 6. In the event two (2) or more teachers have the same length of continuing service, then seniority for purposes of suspension of contract and recall will be determined by the following considerations in order of priority:
 - a. Higher level of certification (i.e. permanent, professional, provisional), and/or licensure (i.e. 5-year professional, lead professional educator, senior professional educator, professional educator, 2-year provisional, resident educator).
 - b. Length of previous service under contract in the district.

- c. Date of Board approval of hire.
- d. Date of Application for full time employment.
- e. Toss of coin by Superintendent in the presence of the teachers involved.
- 7. The Association president shall be notified by the Superintendent of a potential reduction in force no later than March 1.
- 8. The affected staff shall be notified by the Superintendent in writing by April 30th that his/her position is being reduced and the reasons for the reduction.

C. RECALL OF STAFF

- 1. Teachers whose continuing contracts are suspended shall be placed on a recall list and shall have first priority in recall and shall be recalled in order of greater seniority by comparable group, (Article VIII, 1., d., and 4.) to fill vacancies that occur any in any teaching field for which they are certificated and/or licensed.
- 2. Teachers whose limited contracts are suspended pursuant to this policy shall be placed on a recall list for a period of two contract years and shall be recalled in order of greater seniority by comparable group, (Article VIII, 1., d.), to fill vacancies that occur in any teaching field(s) for which they are certified/licensed.
- 3. A current copy of the recall list shall be given to each building principal and to the Association President by June 1st. Information regarding changes in the list can be obtained from the Superintendent at any time.
- 4. Teachers recalled to active employment status shall be placed on the salary schedule at the step and level based upon their experience and training and shall have the seniority and accumulated sick leave that they held at the time of the effective date that their teacher's contract was suspended.
- 5. A teacher shall have ten (10) days, excluding Saturdays, Sundays, and holidays, from the date of receipt of notification of the recall to indicate his/her intent to accept or reject recall; otherwise such teacher shall lose all rights to be recalled. Said written notice shall be sent to the teacher by certified letter, return receipt requested, addressed to the teacher's last known address. It shall be the responsibility of the teacher to notify the Board of any change in address, whether temporary or permanent.

- 6. The rights of a suspended teacher shall be forfeited by the teacher should he or she (a) waive his or her recall rights in writing; (b) fail to accept recall, except as provided in Item Article VI, G., 7., below; (c) fail to keep certification/ licensure current.
- 7. a. A teacher may decline recall if he/she is recalled to employment during the school year or after July 10th but is under contract to another school district and cannot obtain release from that contract. A teacher has the right to decline recall once for this reason. This decline of recall shall be in writing, signed by the teacher, and shall indicate the position and school year which are the subject of the recall. The administrative head refusing to release the teacher shall be asked to verify the reasons. In the event that a vacancy(ies) becomes available that offers less employment than the teacher had at the time of suspension, he or she has the right to decline recall without jeopardizing any rights.
 - b. Teachers on layoff status will be given preferential consideration as long term substitutes or part-time teachers. However, acceptance or rejection of such employment shall not disqualify that teacher from placement or continued placement on the Reduction in Force list.
- 8. Teachers who were formerly employed in full-time teaching positions and are recalled to less than full-time positions shall be offered the opportunity to fill full-time vacancies (or) vacancies offering work which provides greater employment time than their existing position with preference being provided in accordance with greater seniority.
- Teachers hired to replace other teachers who are on leave for a year or less are not subject to recall provisions and will be nonrenewed.
- 10. Any teacher who has qualified for tenure shall receive a continuing contract upon recall.

ARTICLE IX - TEACHER RIGHTS AND RESPONSIBILITIES

A. NONDISCRIMINATION

The Board and the Association agree that neither party shall discriminate against each other or against any teacher on the basis of race, color, creed, sex, age, sexual orientation or religion as applied to the terms of this Contract.

B. WORK ENVIRONMENT

Every member of the bargaining unit shall, in a timely manner, call to the attention of the administration any unsafe/unsanitary condition within the work environment. Upon notice from the member of the bargaining unit, the administration shall have the responsibility of taking the appropriate action.

C. <u>ELEMENTARY SPECIALIST SUBSTITUTES</u>

A good faith effort will be made by the administration to secure elementary specialist substitutes for absent elementary specialists.

D. STUDENT TEACHERS

No member of the bargaining unit shall be required to place a student teacher or observing college student in his/her assignment.

E. NON-TEACHING DUTIES

Administrators shall make a good faith effort to assign teachers equitable non-teaching duties.

F. LESSON PLANS

Requirements for the completion and submission of lesson plans shall be uniform and reasonable for all teachers on a building-by-building basis. A current contingency plan for substitutes shall be made available on a daily basis.

G. STUDENT GRADES

Each student's grades shall be assigned in accordance with state law. However, if a student's grade is changed against the teacher's recommendation, either due to the student dropping the course to avoid an earned grade or for any other reason, the teacher will be notified in writing by their supervisor within a reasonable period of time with specific information given as to the reason for the grade change and by whom the change was made.

H. PERSONNEL FILES

- 1. <u>Maintenance</u> An official personnel file shall be maintained for all teachers in accordance with Ohio law.
- 2. Records The following records must be provided to the administration by all members of the bargaining unit for the personnel file, within one (1) month of appointment.
 - A complete transcript of college credits.
 - A copy of each teaching certificate held.
 - A copy of discharge papers from the armed services of the United States, if available.
 - d. Teacher withholding exemption certificates.
 - e. State Teachers Retirement System membership information, if available.
 - f. Any other records required by law, the Superintendent, or the Board.
 - g. No records to which the public has access shall display the teacher's address and social security number. Upon written request, the teacher's telephone number will not be released as a public record.
- Examination of File A member of the bargaining unit may examine his/her personnel file upon request and upon the availability of the Superintendent or designee and shall be entitled to one (1) copy of any document contained therein excepting confidential letters of recommendation. Additional copies will be provided at the teacher's cost.
- 4. Reply to Filed Information A member of the bargaining unit shall be entitled to attach a reply to any document contained in the file.
- 5. <u>Prohibition Against Anonymous Information</u> No anonymous letter, report, or communication shall be included in the teacher's personnel file.
- 6. <u>Filing of Evaluations</u> All final evaluations, including those for supplementals, if completed, will be included in each teacher's personnel file.

- 7. Removal of Disciplinary Items An employee with a disciplinary record may, after two (2) years from the date of the incident or date of discipline, whichever is earlier, apply to the Superintendent, in writing, to have the disciplinary incident removed from his/her personnel file. The Superintendent shall have the sole discretion in determining whether the requested material is removed and such decision by the Superintendent is not grievable. A teacher may renew a request for removal every six (6) months.
- 8. No reference shall be made to whether a bargaining unit member is a Highly Qualified Teacher under Elementary and Secondary Education Act of 2002, or subsequent reauthorizations thereof, in any bargaining unit member's evaluation.
- 9. No bargaining unit member's evaluation shall be based solely on student performance on national or state mandated tests.

I. COMPLAINTS AGAINST TEACHERS

Prior to any administrative action based primarily on a complaint by a non-employee of the Board, the member of the bargaining unit affected shall be informed as to the nature of the complaint and shall have the right to participate in attempts to resolve the complaint. All complaints shall be directed to the teacher as the first level to resolve the issue. Anonymous complaints shall not result in discipline except as required by law.

J. <u>PARENT-TEACHER CONFERENCES</u>

As condition of employment, teachers are expected to participate in parent-teacher conferences that are not included in the formal parent-teacher conference program and that are outside the normal workday. For formal parent-teacher conferences on the school calendar that are conducted outside the normal work day, comparable release time shall be granted. Each three (3) hour parent-teacher conference will be compensated at one-half (1/2) day release time.

K. BOMB THREATS

No member of the bargaining unit shall be requested to participate in search for a bomb in the event of a bomb threat. All members shall be trained on the school safety plan.

L. STUDENT MEDICAL ASSISTANCE

Members of the bargaining unit, other than school nurses who hold valid nursing licenses, shall not be required to administer medicine to students, nor provide assistance in any medical treatment, nor help with bodily functions.

1. If any such discharge of an employee must occur, the mandates of R.C. 3319.16 and R. C. 3319.161 (Termination Statutes) shall not be required.

M. CRIMINAL RECORDS INVESTIGATIONS CHECK

It is acknowledged by the Association that the Board may employ individuals prior to receipt of a Criminal Records Investigation Report, as required by Ohio Revised Code. It is expressly agreed between the Board and the Association that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check, if the subsequent Criminal Records check contains a report of any of the offenses outlined in Ohio Revised Code which prohibit, by law, the Board from employing the individual.

1. If any such discharge of an employee must occur, the mandates of R.C. 3319.16 and R. C. 3319.161 (Termination Statutes) shall not be required.

N. NO SMOKING REGULATIONS

The Board prohibits the use of tobacco by staff members in all school buildings, on all school grounds, in all school vehicles and buses, and in all other vehicles located on school grounds.

O. <u>ACCEPTANCE OF CHILDREN OF BARGAINING UNIT MEMBERS</u>

Any child of a bargaining unit member who is residing outside the West Geauga Local School district boundaries shall be allowed to enroll in the West Geauga Local School at no tuition cost.

P. STAFF DISCIPLINE

All formal disciplinary actions imposed upon bargaining unit members, must be for good and just cause and are subject to the grievance and arbitration procedures stated in Article III of the Contract. In the case of contract terminations, with or without suspension, the provisions and procedures specified in Ohio Revised Code, sections 3319.16 and 3319.161 will be followed.

1. All staff discipline will be done in private. A bargaining unit member may have an Association representative of their choice present at any meeting involving discipline or for the purpose of obtaining factual information that could lead to discipline.

Q. OUTSIDE PROVIDERS

- 1. No bargaining unit member shall be required to supply instructional materials to a for-profit outside provider of educational services.
- Online classes shall not be utilized by the Board for instructional purposes until the Board and the WGEA bargain to agreement the parameters of such a program. In all cases a member of the bargaining unit will be designated as the teacher of record and responsible for instruction. Until such bargaining occurs online courses shall not displace teachers and shall be used for credit recovery only.

R. TEST ADMINISTRATION

The district will comply with all required test administration and security procedures for all state mandated tests as established by the Ohio Department of Education. This includes providing training in test administration and security procedures to all appropriate teachers prior to the mandated test administration period(s).

S. PARENTS IN BUILDINGS

Although we welcome the participation of parents in the educational process, those electing to observe classrooms must provide twenty-four (24) hour notice in writing to the administration and classroom teacher.

T. ONLINE TRAINING

The Board shall allocate time (equal to or greater than suggested time requirements) to complete online training.

ARTICLE X-LEAVE PROVISIONS

A. PERSONAL LEAVE

- 1. The Superintendent shall allow absence of up to three (3) personal leave days for members of the bargaining unit. No reasons shall be given. A maximum of 10% of members in each building may utilize personal leave on a given day. The Superintendent may grant additional members above the 10% personal leave if he/she believes it is warranted or in emergency circumstances. The Superintendent may grant additional days with or without pay if he believes it is warranted or in emergency circumstances.
- 2. Personal leave is not cumulative. Requests for personal leave will be entered into the electronic system at least three (3) days prior to the leave except in the case of an emergency. Any personal leave time not used by the end of the employee's contract year shall be converted to sick leave time.
- Personal leave shall not be used for the following:
 - a. Seeking other employment unless approved by the Superintendent.
- All personal leave requests will be processed through the electronic system.
- 5. Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined by O.R.C. 3319.16 and shall result in appropriate disciplinary action up to and including contract termination.

B. SICK LEAVE

1. Entitlement to Sick Leave

- a. Teachers may use sick leave for absences due to illness, pregnancy, injury, exposure to contagious disease, and to illness or death in the teacher's immediate family.
- b. Immediate family for other than death, shall be interpreted to include the teacher's father, mother, husband, wife, siblings, child/step child/grandchild, mother-in-law and father-in-law, grandparent or any member of the household. Immediate family for death shall also include grandparents, grandchildren and in-laws: mother, father, brother, sister, son, daughter, and grandparents.

- 2. <u>Accrual of Sick Leave</u> Full-time teachers shall accrue to their credit sick leave days at a rate of one and one-quarter (1-1/4) days per month for each year under contract.
- Transfer of Accumulated Sick Leave A teacher who comes from another
 public agency in Ohio shall be permitted to transfer the amount of his/her
 accumulated sick leave from that agency up to the maximum of the
 accumulated sick leave permitted at West Geauga Schools.
- 4. <u>Sick Leave Advance</u> Each teacher shall be advanced five (5) days of sick leave in the event that the teacher's accumulated balance reaches zero. Such advance may occur more than once during a contract year, subject to the following:
 - a. The teacher must have the ability to earn the advanced sick leave prior to the expiration of the contract year (earned at a rate of 1-1/4 days per month for full-time teachers).
 - b. The normal procedure for repaying the advanced sick leave is to utilize earned sick leave immediately earned after the advance. However, in the event that a teacher needs additional sick leave after the advanced five (5) days, days will be authorized provided that the teacher can contractually repay both the five (5) days advanced leave and other days from earned sick leave.
 - c. In the event that a teacher leaves during the contract year with a negative sick leave balance as a result of advanced or authorized sick leave days, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days. In the event that a contract year ends with a negative sick leave balance, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days.
- Sick Leave Accumulation Accumulation of sick leave credit shall be at three hundred fifteen (315) days maximum. effective with the 2010-2011 school year

6. Sick Leave Bank

- a. A sick leave bank will be created, to be administered by the Association. In order to be eligible to receive days from the bank, a teacher must donate two (2) days to the sick leave bank. Donations of days shall occur again whenever the bank falls below seventy-five (75) days and must be in writing. The maximum days that may be utilized from the bank in any school year shall not exceed three hundred (300).
- b. Eligible recipients must be teachers who are about to exhaust their sick leave. Application for use of days from the sick leave bank shall be made in writing. Days shall be awarded for catastrophic illness or injuries of the teacher or his/her immediate family.
- c. The Treasurer must receive written notification from the Association identifying the recipient and number of days to be awarded prior to a teacher utilizing donated sick leave.

C. ASSAULT LEAVE

- 1. Any member of the bargaining unit who is absent from work due to a disability resulting from an assault which occurred in the course of or as a result of Board employment shall be maintained on full pay status during the period of his/her absence up to a maximum of thirty (30) days per assault. Assault pay shall be reduced by the amount received by that teacher for workers' compensation.
- 2. To qualify for such leave, the member of the bargaining unit shall (1) provide the Superintendent of medical evidence of incapacity, (2) agree to make a police report of the incident, and (3) cooperate with the authorities in action they bring against the assaulting party.
- Leave granted under this provision shall not be charged against sick leave earned or earnable.

D. PROFESSIONAL LEAVE

 Permission to be absent from school for professional purposes without loss of pay shall be granted and approved by the Superintendent and/or designee. Such permission shall be rendered in writing prior to the days of absence. 2. Leaves may be granted for such activities as visitations to other classrooms either in West Geauga or other districts, attendance at professional meetings, speaking engagements for professional or civic organizations, attendance at professional conferences and workshops.

3. Attendance at Professional Conferences or Conventions

- a. Any member of the bargaining unit wishing to attend any conference, meeting, or convention may be absent for such purpose for a period not to exceed one week [five (5) teaching days] for any one such conference, meeting or convention upon the approval of the Superintendent, if such attendance will be in the interest of the schools, except that leaves for the OEA Representative Assembly Association delegation shall be granted for two (2) duly elected delegates.
- b. Reimbursement of expenses incurred by the person attending such conference, meeting, or convention shall be made by the Treasurer based upon an established schedule. Maximum expenditure for travel to and from a convention, meeting, or conference will be determined by the round trip coach airfare from Cleveland to Miami, Florida, as of November 1st of each year. A written report of convention activities will be submitted as per guidelines established by the Convention Committee. Conventions shall be confined to the continental United States. No reimbursement for expenses nor report from the teachers shall be required for the OEA Representative Assembly Association delegation.

E. COURT LEAVE

- 1. Any teacher absent from duty in response to a court subpoena or jury summons only shall receive full pay during this period less any jury duty or witness fee received in excess of the teacher's mileage, meal, and parking expenses for the day(s) in question.
- 2. Upon return to work a teacher must submit to the District Treasurer an official receipt of remuneration from the court and an accounting of his/her expenses.
- 3. It is agreed between the Association and the Board that they will follow the Contract, Article VIII, E., Court Leave, and Article VIII, E., 1., which recognizes court subpoenas and jury summons only. The intent of this section applies to court subpoenas and jury summons in which the

employee is not a party to a personal lawsuit. In the event a bargaining unit member is a party to a personal lawsuit that is directly related to their employment, the provisions of Article VIII, E., 1., will be applicable unless:

- a. the bargaining unit member and Board are on opposite sides of litigation (Plaintiff v Defendant) and/or
- b. the bargaining unit member files a civil action against either the Association or Board.

F. PARENTAL LEAVE

Parental leave of absence shall be granted, upon request, to a teacher who becomes pregnant or who becomes a parent by childbirth, adoption or foster care. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave may begin at any point in the pregnancy, at or immediately prior to the time of official adoption, or thereafter for up to one (1) year. Upon request of the teacher, parental leave shall be extended for a period of up to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools at least thirty (30) days immediately preceding the first day of the new leave period. Application for a parental leave shall be made in writing to the Superintendent of Schools not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave.

- Upon the birth of a child a member may elect to take paid sick leave in lieu of unpaid leave. After which, the member may elect to take parental leave as defined in Article VIII, F. On one occasion per school year, adoptive or foster parents may use up to twenty days (20) of accumulated sick leave upon receiving the child, after which unpaid parental leave may be used.
 - a. <u>Illness</u> The Board is required upon written request of a teacher to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the teacher exhausts his/her sick leave.
 - b. <u>Disability</u> See Article VIII, G., a., above.
 - c. <u>Education, Professional, or Other Purposes</u> A leave of absence of one (1) year to coincide with the school year may be granted to a teacher for professional study, advancement, or other purposes. This may be renewed upon approval for one (1) additional year.

G. LEAVE OF ABSENCE

- 1. A leave of absence is a period of extended absence from duty by a teacher for which written request has been made and formal approval has been granted by the Board. Involuntary leaves are subject to state law.
- 2. Leave shall not exceed two (2) consecutive years. (Consecutive years means the end of one (1) school year and one (1) additional school year.)
- 3. All leaves shall be without pay except as otherwise provided by law.
- 4. Leaves of absence may be granted for the following purposes:
 - a. <u>Illness</u> The Board is required upon written request of a teacher to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the teacher exhausts his/her sick leave.
 - b. Disability See Article VIII, G., a., above.
 - c. <u>Education, Professional, or Other Purposes</u> A leave of absence of one (1) year to coincide with the school year may be granted to a teacher for professional study, advancement, or other purposes. This may be renewed upon approval for one (1) additional year.
 - d. <u>Service in the Armed Forces of the U.S.</u> Any regular teacher who is conscripted or recalled into the armed services of the United States for service or training shall be granted a military leave.
 - Upon discharge, he or she shall be reinstated into the school system in accordance with provisions of the law.
 - 2. His/her contract status shall be that held prior to entering military service with a maximum increment for two (2) years military experience unless the law requires more, providing he/she shall make application for reinstatement not later than ninety (90) days from the date of said release or discharge from military service.

- e. Federal Family and Medical Leave Act of 1993 Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.
- 5. On the expiration date of the leave of absence, the Superintendent is obligated to offer the teacher a position in accordance with the status of his or her certification and/or licensure areas.
- 6. The teacher shall resume the contract status which he or she held prior to the leave of absence.
- 7. A teacher's affiliation with the Board will terminate if the position that is offered is declined, provided it is a position for which the teacher is qualified and certificated and/or licensed.
- 8. At least thirty (30) days prior to the expiration of leave, the teacher will notify the Superintendent in writing of the date of return to work and, if requested, shall provide a written certification by the teacher's treating healthcare professional of the teacher's fitness for duty in cases where leave under this section was needed for illness or disability under subsections 4. a. and 4. b. above.

H. REPRESENTATION/WITNESS LEAVE

Association representative(s) and witness(es) required by the arbitrator shall be granted paid leave to attend grievance arbitration hearings scheduled during workdays. Such leave shall not count against any other leave provided for herein. It is recognized that if a large number of members of the bargaining unit are necessary at an arbitration, said arbitration shall be scheduled at a time other than the school day.

ARTICLE XI – EVALUATION

A. EVALUATION OF TEACHERS/COUNSELORS

The Board and Association acknowledge that the overarching purposes of the evaluation system are to serve as a tool to advance professional development to inform instruction and to assist teachers/counselors and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Due Process - The evaluation process shall be conducted to protect the legal rights of the teacher.

B. DEFINITION AND APPLICATION

- 1. "OTES" stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011. "OSCES" stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education in 2016.
- 2. For the purposes of the OTES-related sections of this Article, the evaluation procedure contained herein applies to teachers who spend at least 50% of work time providing content-related student instruction and who work under one of the following:
 - a. a license issued under ORC sections 3319.22, 3319.26, 3319.222 or 3319.226.
 - b. a permanent certificate issued under ORC section 3319.222 as it existed prior to September 2003.
 - c. a permanent certificate issued under ORC section 3319.222 as it existed prior to September 2006.
 - d. a permit issued under ORC section 3319.301.
- 3. Substitute teachers, long-term substitute teachers and other teachers (bargaining unit members) not meeting the above definition are not subject to evaluation under this policy. Those persons and part time bargaining unit members not meeting the above definition of Teacher will be evaluated under the evaluation procedures contained in Section M., below.
- 4. The Board shall not evaluate any teacher/counselor who has submitted a notice of retirement by December 1 of the school year.
- 5. The Board shall not evaluate any teacher/counselor who has or will be on leave for fifty percent (50%) or more of the school year.

C. NOTIFICATION

Not later than September 15 of each year, or within ten (10) school days from first date of employment in the case of a new teacher/counselor commencing employment during the school year, each teacher/counselor shall be notified in writing/email of the name of their evaluator.

D. DEFINITION OF OBSERVATION AND EVALUATION

- 1. Except for teachers/counselors under consideration for non-renewal or those on extended limited contracts in accordance with Section K of this Article, an Evaluation shall consist of two pre-observation meetings, two observations, two post-observation meetings, periodic "informal observations" known as walkthroughs, and one summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be one evaluation which must occur by May 1 with a written report by May 10.
- 2. A teacher's/counselor's performance shall be assessed based on criteria set forth in the Evaluation Instrument. All forms utilized in the OTES/OSCES process are found in Appendix A of this Agreement.
- 3. No teacher/counselor shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance. Additionally, walkthroughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.
- 4. No audio/visual recordings shall be used in the evaluation process.

E. EVALUATORS

- 1. The person responsible for assessing a teacher's performance is the building administrator (principal or assistant principal) employed full time by the district and holding the licenses set forth in O.R.C. §3319.01 or §3319.02.
- 2. At the Middle and High Schools the same evaluator shall evaluate all employees within a department and the evaluators will alternate each year.

F. OBSERVATIONS

1. Schedule of Observations

Except for those teachers/counselors under consideration for non-renewal or those on extended limited contracts in accordance with Section K of this Article, two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks, following the post conference, between formal observations for teachers on an improvement plan and at least two (2) weeks, following the post conference, between observations for all other teachers. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

2. Pre-Observation Meeting

A pre-observation meeting will be held for each observation between three (3) and one (1) working days prior to the observation in order for the teacher to explain plans and objectives for the class to be observed. The teacher will provide the lesson plan and other pertinent material for the lesson.

3. Post-Observation Conference and Report

A conference will be held with the teacher after each observation within ten (10) working days of the observation, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator.

4. Walkthroughs/Informal Observation

- a. A walk through is an informal observation and is conducted as follows:
 - 1. Classroom and Counselor walkthroughs shall not disrupt and/or interrupt the learning or counseling environment and will be less than five (5) consecutive minute(s) in duration. Observations of counselors will not be conducted when counselors are engaged in counseling activities with students that require confidentiality.
 - A copy of the walkthrough form including all scripted and/or anecdotal documents relative to the walkthrough will be given to the teacher/counselor within one (1) day of the walkthrough. The same format will be utilized district-wide.
 - 3. There may be up to eight (8) walkthroughs during a formal evaluation year.
- b. A teacher may request additional walkthroughs.
- c. Walkthroughs shall be conducted by the assigned evaluator.

5. Off -Year Observations

- a. Teachers/Counselors with continuing contract status or those on limited contracts with at least four (4) years of employment in the district as a teacher/counselor, who were rated skilled in the most recent evaluation will be formally evaluated every two (2) years and those who were rated accomplished in the most recent evaluation will be evaluated every three (3) years.
- b. In any year in which an employee with continuing contract status or those on limited contracts with at least four (4) years of employment in the District as a Teacher/Counselor will not be formally evaluated, as a result of a previous rating of skilled or accomplished, the assigned evaluator shall conduct one (1) scheduled informal observation of the employee and hold one post-observation conference (at the request of the employee). The visit shall be a maximum of thirty (30) minutes. If requested by the

evaluator, the teacher will provide a written lesson plan one day prior to the observation. The post-observation conference shall be in conformance with the provisions of this contract. No additional paperwork shall be required of the teacher/counselor, other than to "pin" the observation into eTPES, if required by the Ohio Department of Education.

G. TEACHERS/COUNSELORS IN FIRST FOUR YEARS OF EMPLOYMENT

All teachers/counselors employed under a limited contract during his/her first four (4) years of employment in the district will be evaluated every year, and such evaluation shall consist of two pre-observation meetings, two formal observations, two post-observation meetings, periodic "informal observations" known as walkthroughs, and one summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be a third observation for teachers/counselors under consideration for non-renewal or employed under an extended limited contract.

H. FINAL WRITTEN EVALUATION

- 1. All observations will be consolidated into the written report on the Evaluation shall be given to the teacher/counselor, and a conference shall be held between the teacher/counselor and evaluator.
- 2. The evaluation shall acknowledge the performance strengths of the teacher/counselor evaluated as well as performance deficiencies, if any. The evaluator shall note all the information used to support the conclusions reached in the formal evaluation report. Such information must be accurate and supported. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed (electronically "pinned") by the teacher/counselor to verify notification to the teacher/counselor that the evaluation will be placed on file, but the signature (electronic pin) should not be construed as evidence that the teacher/counselor agrees with the contents of the evaluation report. Should the report contain improvements needed, they shall be specific, measurable and include specific assistance teacher will be given by administrator.
- 3. Should a teacher disagree with an Evaluation or Observation, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the evaluation/observation form or the teacher may present to the evaluator additional evidence of accomplishments which will be used to update the evaluation/observation.
- 4. The evaluation must occur by May 1 with a written report by May 10.

I. IMPROVEMENT PLAN

Teachers who receive a rating of ineffective on the evaluation will be placed on an Improvement Plan and must comply with the Improvement Plan developed by the assigned evaluator. The Improvement Plan shall include specific areas for improvement based upon the *Ohio Standards for the Teaching Profession*.

1. Definitions

- a. <u>Improvement Plan</u>: A clearly articulated assistance program for a teacher/counselor whose performance on key professional indicators has been documented to be ineffective by the evaluator.
- b. <u>Resources</u>: Those monetary, time, material and human resources provided to a teacher/counselor on an Improvement Plan.
- c. <u>Timeline:</u> A minimum of a nine (9) week period of time given to the teacher to meet the requirements, target dates and dates of review of the plan.
- d. <u>Observable Outcomes</u>: Means those data source/indicators of accomplishment: observations, artifacts, conversations by which the success of the Improvement Plan is determined.

2. Improvement Plan

- a. The evaluator, together with the teacher/counselor, will formulate the improvement plan. The teacher/counselor may have representation at all meetings with the evaluator.
- b. The improvement plan, as outlined in this document, details:
 - 1. Specific performance expectations, resources, timelines for completion of objectives (not less than nine (9) weeks) and assistance to be provided.
 - 2. The district will provide for the allocation of financial resources to support professional development for staff on improvement plans.
 - 3. Professional indicators documented as ineffective through the formal evaluation process.

J. PROFESSIONAL GROWTH PLANS

- 1. By September 30, teachers/counselors with a rating of accomplished or skilled will independently develop a professional growth plan.
- 2. By September 30, teachers/counselors with a rating of developing will collaboratively develop a professional growth plan with the assigned evaluator.

K. TEACHERS UNDER CONSIDERATION FOR NON-RENEWAL

1. A minimum of three (3) formal observations of each teacher/counselor who is under consideration for non-renewal or who is working under an extended limited contract shall be performed according to the guidelines set forth in this provision.

- 2. This section applies to teachers/counselors with five (5) or more years employment experience.
- 3. The Board of Education shall notify any teacher being considered for non-renewal for the next school year in writing by June 1.

L. STUDENT GROWTH MEASURES FOR TEACHER EVALUATION (OTES)

The District will use shared attribution until the conclusion of the 2019-2020 school year for the student growth measures portion of the Evaluation provided that it remains legal to do so.

M. NON-OTES/OSCES EVALUATIONS

All employees not included in the above evaluation model shall be evaluated with the current evaluation contained below:

- The parties agree Article XI, of this Contract, R.C. 3319.11 and R.C. 3319.111 shall control the evaluation and non-renewal procedures required to be followed by the administration. Teachers shall be permitted to litigate for violations of R.C. 3319.11 and R.C. 3319.111 or will be permitted to file a grievance alleging statutory violations, but not both.
 - a. In years one through four (1-4) of employment, a teacher's limited contract may be non-renewed pursuant to the provisions of R.C. 3319.11 and R.C. 3319.111.
 - b. In the fifth (5th) year of employment and beyond, a teacher's limited contract shall not be non-renewed except for Just Cause. Just Cause for the purpose of this Article shall be defined as the failure to correct documented deficiencies. This definition does not apply to the meaning for Just Cause as outlined in Article VII, P., Staff Discipline.

ARTICLE XII - RESIDENT EDUCATOR PROGRAM

A. RESIDENT EDUCATOR PROGRAM

- 1. All teachers with a two-year Provisional License or a four-year Resident Educator License and zero (0) years of teaching experience employed by the West Geauga Local School District are required to participate in an entry-level mentoring program. As part of the entry year program, Mentor will be assigned to provide professional support. All teachers new to the West Geauga Local School District with one (1) or two (2) years of teaching experience will be assigned a Mentor. A Mentor may be assigned to a new teacher with five (5) or more years of teaching experience depending upon the resources available to the district. The Building Principal shall, upon consideration of the recommendations of the Lead Mentor and Superintendent's designee select and assign Mentors from a list of qualified applicants.
- 2. <u>Mentor Eligibility Criteria</u> Bargaining unit members must meet the following criteria to be eligible for assignment as a Mentor:
 - a. Have at least three (3) years of teaching experience in the West Geauga Local School District; and
 - b. Have completed a state-approved training program by August 1st of the ensuing school year.
 - c. Teachers who hold a two-year Provisional License, a fouryear Resident Educator License, or other comparable temporary teaching credential are not eligible to be Mentors.
 - 3. <u>Mentor Requirements</u> Bargaining unit members must meet the following requirements:
 - Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);
 - b. Attend a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Superintendent's designee Mentors may be required to attend up to two (2) additional special meetings as called by the Lead Mentor or Superintendent's designee Meetings shall not exceed two (2) hours in duration; and
 - c. Meet expectations for Mentors as outlined in the current West Geauga Mentor Handbook.

4. Mentors shall not participate in the evaluation of the mentee. No Mentor shall be requested or directed to make any recommendation regarding the continued employment of the teacher. No Mentor shall be requested or directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, Mentors will confirm the completion of the entry-level mentoring program activities for teachers who hold a four-year Resident Educator License.

5. Application and Assignment Process – Mentors

- Positions for Mentors shall be posted according to district policy. The same application Mentors will be available in each building. Mentor applications will be via Applitrack.
- b. Mentors may request the assignment of no more than two (2) mentees year 1 and year 2 resident educators per school year. When possible, no Mentor will be assigned two (2) mentees who are teaching under a Provisional License or Resident Educator License. Mentors may request assignment of two (2) year 3 and 4 resident educators per school year.
- c. Mentors will be compensated as follows:
 - 1. Mentors will be paid 0.045 of the base salary for one (1) mentee and an additional 0.0225 of the base salary for each additional mentee teaching under a Provisional License or Resident Educator License per year.
- d. Mentors will be provided up to four (4) release days per year to perform mentoring duties and up to an additional 2 days per year per mentee to perform mentoring duties if assigned more than one mentee. Days will be scheduled through the building principal. Additional release time may be granted at the Superintendent's discretion.
- e. The contract for Mentors shall be in effect for one (1) school year. A Mentor may apply for the position in subsequent school years.
- 6. <u>Lead Mentor Eligibility Criteria</u> A district Lead Mentor shall be appointed by the Superintendent to coordinate the mentor program. Bargaining unit members must meet the following criteria to be eligible for assignment as a Lead Mentor:
 - a. Have at least five (5) years of teaching experience in the West Geauga Local School District; and
 - b. Have completed a state-approved training program by August 1st of the ensuing school year.

- c. Teachers who hold a 2-year Provisional License, a 4-year Resident Educator License, or other comparable temporary teaching credential are not eligible to be Lead Mentor.
- 7. <u>Lead Mentor Requirements</u> Bargaining unit members must meet the following requirements:
 - Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);
 - b. Attend and/or lead a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Superintendent's designee. Up to two (2) additional special meetings may be called by the Lead Mentor or Superintendent's designee. Meetings shall not exceed two (2) hours in duration;
 - c. Work collaboratively with the Superintendent designee in the implementation of the mentor program; and
 - d. Meet expectations for the Lead Mentor as outlined in the current West Geauga Mentor Handbook.
- 8. The Lead Mentor shall not participate in the evaluation of any mentee. The Lead Mentor shall not be requested or directed to make any recommendation regarding the continued employment of any mentee. The Lead Mentor shall not be requested or directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, the Lead Mentor will verify the completion of the entry-level mentoring program activities for teachers who hold a four-year Resident Educator License.
- 9. <u>Application and Assignment Process Lead Mentor</u>
 - a. The position of Lead Mentor shall be posted according to district policy. Applications for Lead Mentor will be available in each building. Interested teachers shall submit applications to the Superintendent.
 - b. The Lead Mentor will be paid 0.060 of the base salary for the Lead Mentor role.
 - c. The Lead Mentor may request an additional assignment as a mentor of no more than one (1) mentee per school year. The Lead Mentor will be paid 0.045 of the base salary for a mentee.

- d. The Lead Mentor will be provided up to four (4) release days per year to perform mentor program duties. Additional release time may be granted at the Superintendent's discretion.
- e. The contract for Lead Mentor shall be in effect for one school year. A Lead Mentor may apply for the position in subsequent school years.
- 10. Mentees will be provided up to four (4) release days per year or the equivalent amount of release time to meet the responsibilities outlined in the current West Geauga Resident Educator Handbook. Days will be scheduled through the building principal. Additional release time may be granted at the Superintendent's discretion.
- 11. Procedure to Resolve Concerns of a Mentor/Mentee If the Building Principal, Lead Mentor, Mentor or Mentee determines the mentormentee situation is not constructive and/or appropriate and the concern is not resolved satisfactorily, the concern will be reviewed by the Building Principal who, upon consideration of the recommendations of the Lead Mentor, may end the Mentor appointment. In that event, Mentor shall be compensated for the portion of the school year she/he has served. An alternate Mentor may be assigned by the Building Principal. The Superintendent will intervene in any conflicts not resolved by this procedure.

ARTICLE XIII - LITERACY/MATHEMATICS COACHES/INSTRUCTORS

The Board may employ one (1) Literacy Coach/Instructor and one (1) Math Coach/Instructor under this Agreement. Requirements for the position are as follows:

1. <u>Literacy Coach/Instructor</u>

- a. possess a valid Ohio teaching certificate/license in K-8; 1-8 or 4-9 (LEA) and a valid Reading Endorsement and/or Masters Degree in Reading;
- b. five (5) or more years of successful teaching in Literacy.

2. <u>Mathematics Coach/Instructor</u>

- a. possess a valid Ohio Teaching Certificate/License in Mathematics 7 12 and preferable a Masters Degree in Mathematics;
- b. five (5) or more years of successful teaching in Mathematics
- 3. Coaches shall be required to engage in identified professional development outside of the regular school day/year, including Reading and Mathematics components. Such professional development shall be paid for by the district.

ARTICLE XIV – SALARY AND FRINGE BENEFITS

A. GENERAL SALARY GUIDELINES

- 1. <u>First Pay Date</u> The Board shall begin the twenty-four (24) equal pays under this Contract on the 15th of September.
- 2. Pay Dates During School Closings In the event the scheduled pay date falls on a non-workday, pay issued to employees on direct deposit will be processed by the District, with all good faith efforts made, to ensure deposit on the workday closest to the 15th or 30th of the month, or the last day of the month for February. It is understood that Federal Reserve regulations will govern all direct deposits, including the time when deposits are made to individual employee accounts. Pay issued to employees who are not yet on direct deposit will be made on the first work day following the scheduled pay date. When schools are closed during a scheduled pay day, those employees not yet on direct deposit will be paid the first work day of the Treasurer's office following the scheduled pay date.
- 3. <u>Termination of Employment</u> In the event a teacher's individual contract is terminated by either party during the school year, the balance of the contract due the teacher shall be paid at the next scheduled pay date after the termination date.
- 4. <u>Payroll Deductions</u> Payroll deductions, except as otherwise stated herein, shall be in the amount designated by the teacher and shall be delivered in accordance with statements, schedules, and billings issued by the receiving agency for each deduction.
 - a. Except for fair share fees which are mandatory payroll deductions, payroll deductions for Association membership dues, assessments, fees, and political contributions shall be made in accordance with the teacher's requests for such deduction.
 - b. Optional payroll deduction(s) of the cost of any insurance coverage(s) that is not provided by the Board and which has been authorized by the teacher shall be made from the second pay of each month beginning in September and ending in August of the following year.
 - c. Optional payroll deduction of the cost of tax-sheltered annuities that have been authorized by the teacher shall be made from each pay of each month.
 - d. The Board shall continue all payroll deductions provided in the last previous school year, and shall include, but shall not be limited to, the following:

- Credit Union
- Association Membership Dues and Fees
- Insurance Deductions
- Federal Tax
- State Tax
- City of residence tax (multiple rate flexibility limited to capabilities of payroll program)
- Tax-Sheltered Annuities (each teacher shall be allowed the choice of annuity program from the District's approved list)
- e. The District's approved list of tax-sheltered annuity providers shall undergo an annual review by a joint Administration-Association Committee. The committee shall be able to recommend which providers are added to or deleted from the approved list. The committee shall also be able to recommend which third-party or in-house administrator will oversee the annuity program. These recommendations will not be binding on the district.
- f. Payroll deductions required by law or authorized by this Contract are the only deductions which the Treasurer is required to make.
- g. A teacher may terminate payroll deductions as of the next pay date, by providing at least five (5) days written notice to the Treasurer and the recipient of the deducted monies.

B. PAYSCHEDULE

- 1. Pay Dates –The Contract shall be divided into twenty-four (24) payments in accordance with Article IX., A., 1., and shall be paid on the 15th and 30th of each month, or the last day of the month for February beginning in September of the school year and ending the following August.
- 2. <u>Direct Deposit</u> The Board shall require direct deposit (electronic transfer) of paychecks for all employees. The employee will furnish the Treasurer with all depository information needed to complete the direct deposit by the first day of school. Employees may change depository information up to two (2) times during any school year. Any payroll change will be made within two (2) paychecks after written notice of the change is received by the Treasurer.
- 3. <u>Mailing of Pay Stubs</u> The Board shall assume the obligation and the expense for the timely mailing of summer pay stubs. Should the teacher wish to have his/her pay stubs mailed to an address other than the teacher's residential address, said teacher shall provide the Treasurer's Office with an adequate number of pre-addressed envelopes prior to the last day of the school year.

4. <u>Waiver of Past Practices and Procedures</u> – It is expressly agreed by both the Board and the Association that the changes made in Article IX, B., entitled Pay Schedule, are intended to supersede all relevant past practices and procedures regarding implementing of this Article.

C. <u>BASE SALARY AND SALARY SCHEDULES</u>

- 1. The base salary will increase 2.45% for contract year 2017-2018; 2.25% on the base for contract year 2018-2019; and 2.25% on the base for contract year 2019-2020.
- 2. <u>Teacher Salary Index Schedule</u> The teacher salary index schedule as found at 9.034 Article IX., C., 3., g., herein shall remain in effect during the term of this Contract, and it shall reflect the above base salary. Teachers shall be placed on this schedule in accordance with the following:
 - a. Placement at the 150 hour column shall be made for all teachers who effectively qualify for such placement under the law or at the Superintendent's discretion. The Superintendent shall apply discretion in a fair, equitable, and consistent manner.
 - b. After the 150 hour column, all undergraduate hours must be related to the field of service provided to the district by the individual member of the bargaining unit.
 - c. All graduate hours in education or related to the field of education from an accredited institution as recognized by the United States Secretary of Education and the Council of Higher Education Accreditation (CHEA) shall qualify for salary schedule movement. Upon written request, the Board shall provide the CHEA list of accredited institutions to teachers for reference.
 - Hours, as referred to on the salary schedule, shall be semester hours or quarter hours after conversion to their equivalent semester hours.
 - e. This section applies only to hours earned after April 1, 1984. All current teachers will retain the same status that they held on February 21, 1984, for currently held hours.
 - f. Attainment of National Board Certification will result in an annual stipend of two thousand five hundred dollars (\$2,500).
 - g. Placement on the salary schedule indices before the 2004-2005 school year will be maintained on the NBC/Masters+45/PhD column throughout the duration of the National Board Certification period for those teachers who hold National Board Certification.

h. At the conclusion of this National Board Certification period, those bargaining unit members who maintain their National Board Certification will retain their placement on the salary schedule index at the NBC/Masters+45/PhD column.

Bargaining unit members who do not maintain National Board Certification will be placed on the salary index at the appropriate educational level achieved. (Warning: this could result in a lower salary for anyone not attaining the NBC/Masters+45/PhD level of continuing education.)

- i. Any 2003-2004 or earlier candidate for National Board Certification will be placed on the NBC/Masters+45/ PhD column of the salary schedule index upon successful completion of the National Board Certification process, or will receive a \$2500 annual stipend, whichever is higher. Upon expiration of National Board Certification, the rules in Article XIV, C. 2., h., shall apply.
- 3. <u>Supplemental Salary Index</u> The Supplemental Salary index as found in Article XIV, C.,3., h., herein reflects an index for each position relative to the base salary and shall go into effect for all supplemental contracts listed during the contract year.
 - Creation or Alteration of Supplemental Contracts The creation a. of additional supplemental contract positions may be suggested by an administrator or a bargaining unit member. Bargaining unit members may petition for creation of a new supplemental by completing form Application for Creating New Supplemental Position, Article XIV, C., 3., e. If new supplemental positions are created by the administration or after petition by a bargaining unit member, or if the duties connected with an existing position are substantially altered, the pay for the newly created or altered position shall be mutually agreed upon by the Superintendent or designee and the Association President or designee. Once added, a supplemental position shall remain in effect until the termination of this Contract. A revised list of supplementals may be published during each year of the contract at the joint discretion of the Superintendent and the Association President. Such additional supplemental positions and supplemental salary indices shall be added in an Appendix of this Contract. The question of filling a position or not filling a position is a decision that shall remain with the Administration.
 - b. The Board agrees to follow the statutory procedures and requirements in filling supplemental positions.

- c. All applicants shall submit an application for the desired supplemental position to the building principal and/or a designated administrator. In the event a candidate is not afforded an interview, the building principal or designee will notify the applicant in writing as to the reasons why the interview was not granted.
- d. All applicants will be notified in writing as to whether or not they will be recommended for the supplemental position.

e. <u>Application for Creating New Supplemental Position</u>

Directions: Complete this form and give one copy to your building principal and another copy to the Association President.

1.	Name of Requestor: Building: Date:	
2.	Proposed Supplemental Name/Club/Organization:	
3.	Building(s) served by the supplemental:	
4.	Anticipated number of students involved:	
5.	How often will this group meet? Weekly Monthly Other	
6.	What is the duration of this activity?	
0.	Entire year One semester Other	
7.	Define the major goals of this group:	
	a.	
	b.	
	C.	
	d.	
	e.	
8.	In addition to meeting with and leading students, what, if any, are other time commitments required of the advisor?	
9.	Please list any other information you believe useful.	
10.	If possible, please submit salaries from other districts offering similar supplementa positions.	I

f. <u>Application for Supplemental Contract</u>

WEST GEAUGA LOCAL SCHOOLS

8615 Cedar Road ~ Chesterland, Ohio $44026 \sim (440) 729-5900$

APPLICATION FOR SUPPLEMENTAL	CONTRACT
SCHOOL YEAR:	
NAME	TELEPHONE: ()
ADDRESS	
	CITY ZIP
POSITION APPLIED FOR	
	as it appears on the supplemental ract listing)
Have you previously held this position?	
West Geauga supplemental experience:	
Qualifications/experience for this position:	
Are you currently employed by the West Geauga Local Schools?	☐ YES ☐ NO
If not a West Geauga employee, were you referred by someone currently employed in the school system? If yes, give name:	
Signature:	Date:
ADMINISTRATOR'S RECOMMENI	OATION
I recommend that this applicant be awarded a contract supplemental position.	ct for the abovementioned
Administrator's Signature Building	Date —
This position is an all year assignment: \Box	yes 🗆 no
If not an all year assignment, starts: include start/end dates:	/ Ends: /
FOR CENTRAL OFFICE USE	ONLY
Date Received: BOE Approval Date Contract Amount: \$	te:
Notes: 5/05	Rev.

g. <u>Base Salary Schedule Index</u>

WEST GEAUGA LOCAL SCHOOLS TEACHER SALARY INDEX SCHEDULE 2017-2018 (BASE SALARY: \$40,200)

Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	NBC/PhD/ MS+45
0	31,814	40,200	40,807	41,728	42,648	44,489	45,406	46,322
	0.7914	1.0000	1.0151	1.0380	1.0609	1.1067	1.1295	1.1523
1	32,968	41,844	42,499	43,561	44,803	46,753	47,762	48,763
	0.8201	1.0409	1.0572	1.0836	1.1145	1.1630	1.1881	1.2130
2	34,122	43,496	44,192	45,394	46,954	49,016	50,113	51,211
	0.8488	1.0820	1.0993	1.1292	1.1680	1.2193	1.2466	1.2739
3	35,280	45,141	45,888	47,219	49,104	51,279	52,469	53,651
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	36,429	46,785	47,581	49,052	51,259	53,542	54,821	56,099
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	37,587	48,433	49,273	50,885	53,410	55,806	57,176	58,547
	0.9350	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	38,737	50,081	50,970	52,718	55,560	58,069	59,528	60,987
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	39,894	51,725	52,662	54,547	57,715	60,332	61,884	63,500
	0.9924	1.2867	1.3100	1.3569	1.4357	1.5008	1.5394	1.5796
8	41,044	53,374	54,358	56,389	59,866	62,599	64,236	65,872
	1.0210	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	42,126	55,018	56,051	58,210	62,017	64,863	66,591	68,320
	1.0479	1.3686	1.3943	1.4480	1.5427	1.6135	1.6565	1.6995
10	43,352	56,666	57,743	60,039	64,167	67,126	68,943	70,639
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.7150	1.7572
11		58,314	59,436	61,872	66,322	69,389	71,299	73,208
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		59,958	61,128	63,705	68,473	71,652	73,650	75,648
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		61,607	62,825	65,534	70,623	73,916	76,006	78,097
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		63,255	64,517	67,363	72,778	76,179	78,362	80,545
		1.5735	1.6049	1.6757	1.8104	1.8950	1.9493	2.0036
15		63,255	66,242	69,196	74,929	78,442	80,714	82,997
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		63,255	66,242	69,196	77,079	80,706	83,069	85,433
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
17		63,255	66,242	69,196	77,079	80,706	83,069	85,433
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252

18	64,079	67,074	70,113	78,157	81,839	84,247	86,651
	1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
19	64,079	67,074	70,113	78,157	81,839	84,247	86,651
	1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
20	64,899	67,906	71,025	79,234	82,973	85,421	87,869
	1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
21	64,899	67,906	71,025	79,234	82,973	85,421	87,869
	1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
22	65,723	68,750	71,942	80,312	84,106	86,599	89,095
	1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
23	65,723	68,750	71,942	80,312	84,106	86,599	89,095
	1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
24	65,723	68,750	71,942	80,312	84,106	86,599	89,095
	1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
25	66,543	69,598	72,858	81,385	85,236	87,777	90,317
	1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31	67,367	70,446	74,499	82,458	86,370	88,955	91,539
	1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

WEST GEAUGA LOCAL SCHOOLS TEACHER SALARY INDEX SCHEDULE 2018-2019 (BASE SALARY: \$41,105)

								NBC/PhD/
Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	MS+45
0	32,530	41,105	41,726	42,667	43,608	45,491	46,428	47,365
	0.7914	1.0000	1.0151	1.0380	1.0609	1.1067	1.1295	1.1523
1	33,710	42,786	43,456	44,541	45,812	47,805	48,837	49,860
	0.8201	1.0409	1.0572	1.0836	1.1145	1.1630	1.1881	1.2130
2	34,890	44,476	45,187	46,416	48,011	50,119	51,241	52,364
	0.8488	1.0820	1.0993	1.1292	1.1680	1.2193	1.2466	1.2739
3	36,074	46,157	46,921	48,282	50,210	52,434	53,650	54,859
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	37,249	47,838	48,652	50,156	52,413	54,748	56,055	57,362
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	38,433	49,523	50,382	52,031	54,612	57,062	58,464	59,865
	0.9350	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	39,609	51,209	52,117	53,905	56,811	59,376	60,868	62,360
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	40,793	52,890	53,848	55,775	59,014	61,690	63,277	64,929
	0.9924	1.2867	1.3100	1.3569	1.4357	1.5008	1.5394	1.5796
8	41,968	54,575	55,582	57,658	61,214	64,009	65,682	67,355
	1.0210	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	43,074	56,256	57,313	59,520	63,413	66,323	68,090	69,858
	1.0479	1.3686	1.3943	1.4480	1.5427	1.6135	1.6565	1.6995
10	44,328	57,942	59,043	61,390	65,612	68,637	70,495	72,230
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.7150	1.7572
11		59,627	60,774	63,265	67,815	70,951	72,904	74,856
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		61,308	62,504	65,139	70,014	73,266	75,308	77,351
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		62,993	64,239	67,009	72,213	75,580	77,717	79,855
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		64,679	65,969	68,880	74,416	77,894	80,126	82,358
		1.5735	1.6049	1.6757	1.8104	1.8950	1.9493	2.0036
15		64,679	67,733	70,754	76,616	80,208	82,531	84,865
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		64,679	67,733	70,754	78,815	82,522	84,939	87,356
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
17		64,679	67,733	70,754	78,815	82,522	84,939	87,356
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252

	1				1		ı	
18		65,521	68,584	71,691	79,916	83,682	86,144	88,602
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
19		65,521	68,584	71,691	79,916	83,682	86,144	88,602
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
20		66,360	69,435	72,624	81,018	84,841	87,344	89,847
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
21		66,360	69,435	72,624	81,018	84,841	87,344	89,847
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
22		67,203	70,298	73,562	82,120	86,000	88,548	91,101
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
23		67,203	70,298	73,562	82,120	86,000	88,548	91,101
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
24		67,203	70,298	73,562	82,120	86,000	88,548	91,101
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
25		68,041	71,165	74,499	83,217	87,155	89,753	92,351
		1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31		68,884	72,032	76,176	84,315	88,314	90,957	93,600
		1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

WEST GEAUGA LOCAL SCHOOLS TEACHER SALARY INDEX SCHEDULE 2019-2020 (BASE SALARY: \$42,030)

								NBC/PhD/
Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	MS+45
0	33,263	42,030	42,665	43,627	44,590	46,515	47,473	48,431
	0.7914	1.0000	1.0151	1.0380	1.0609	1.1067	1.1295	1.1523
1	34,469	43,749	44,434	45,544	46,842	48,881	49,936	50,982
	0.8201	1.0409	1.0572	1.0836	1.1145	1.1630	1.1881	1.2130
2	35,675	45,476	46,204	47,460	49,091	51,247	52,395	53,542
	0.8488	1.0820	1.0993	1.1292	1.1680	1.2193	1.2466	1.2739
3	36,886	47,195	47,977	49,368	51,340	53,613	54,858	56,093
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	38,088	48,915	49,747	51,285	53,592	55,980	57,316	58,653
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	39,298	50,638	51,516	53,202	55,841	58,346	59,779	61,212
	0.9350	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	40,500	52,361	53,290	55,118	58,090	60,712	62,238	63,764
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	41,711	54,080	55,059	57,031	60,342	63,079	64,701	66,391
	0.9924	1.2867	1.3100	1.3569	1.4357	1.5008	1.5394	1.5796
8	42,913	55,803	56,833	58,955	62,591	65,449	67,160	68,870
	1.0210	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	44,043	57,522	58,602	60,859	64,840	67,815	69,623	71,430
	1.0479	1.3686	1.3943	1.4480	1.5427	1.6135	1.6565	1.6995
10	45,325	59,245	60,372	62,772	67,088	70,182	72,081	73,855
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.7150	1.7572
11		60,969	62,141	64,688	69,341	72,548	74,544	76,541
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		62,688	63,911	66,605	71,590	74,914	77,003	79,092
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		64,411	65,684	68,517	73,838	77,281	79,466	81,652
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		66,134	67,454	70,430	76,091	79,647	81,929	84,211
		1.5735	1.6049	1.6757	1.8104	1.8950	1.9493	2.0036
15		66,134	69,257	72,346	78,340	82,013	84,388	86,775
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		66,134	69,257	72,346	80,588	84,379	86,851	89,322
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
17		66,134	69,257	72,346	80,588	84,379	86,851	89,322
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252

18	66,996	70,127	73,305	81,715	85,565	88,082	90,596
	1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
19	66,996	70,127	73,305	81,715	85,565	88,082	90,596
	1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
20	67,853	70,997	74,259	82,841	86,750	89,310	91,869
	1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
21	67,853	70,997	74,259	82,841	86,750	89,310	91,869
	1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
22	68,715	71,880	75,217	83,968	87,935	90,541	93,151
	1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
23	68,715	71,880	75,217	83,968	87,935	90,541	93,151
	1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
24	68,715	71,880	75,217	83,968	87,935	90,541	93,151
	1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
25	69,572	72,767	76,175	85,090	89,116	91,773	94,429
	1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31	70,434	73,653	77,890	86,212	90,301	93,004	95,707
	1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

WEST GEAUGA LOCAL SCHOOLS MEDICAL ASSISTANT AND LPN SALARY INDEX SCHEDULE 2017-2018 (BASE SALARY: \$40,200)

	2017-	18
	Medical	
Ехр	Assistant	LPN
0	\$25,274	\$30,821
	0.6287	0.7667
1	\$26,190	\$31,939
	0.6515	0.7945
2	\$27,107	\$33,056
	0.6743	0.8223
3	\$28,027	\$34,178
	0.6972	0.8502
4	\$28,940	\$35,292
	0.7199	0.8779
5	\$29,861	\$36,413
	0.7428	0.9058
6	\$30,773	\$37,527
	0.7655	0.9335
7	\$31,690	\$38,648
	0.7883	0.9614
8	\$32,606	\$39,762
	0.8111	0.9891
9	\$33,462	\$40,811
	0.8324	1.0152
10	\$34,439	\$41,997
	0.8567	1.0447

WEST GEAUGA LOCAL SCHOOLS MEDICAL ASSISTANT AND LPN SALARY INDEX SCHEDULE 2018-2019 (BASE SALARY: \$41,105)

	2018	B-19
	Medical	
Exp	Assistant	LPN
0	\$25,843	\$31,515
	0.6287	0.7667
1	\$26,780	\$32,658
	0.6515	0.7945
2	\$27,717	\$33,801
	0.6743	0.8223
3	\$28,658	\$34,947
	0.6972	0.8502
4	\$29,591	\$36,086
	0.7199	0.8779
5	\$30,533	\$37,233
	0.7428	0.9058
6	\$31,466	\$38,372
	0.7655	0.9335
7	\$32,403	\$39,518
	0.7883	0.9614
8	\$33,340	\$40,657
	0.8111	0.9891
9	\$34,216	\$41,730
	0.8324	1.0152
10	\$35,215	\$42,942
	0.8567	1.0447

WEST GEAUGA LOCAL SCHOOLS MEDICAL ASSISTANT AND LPN SALARY INDEX SCHEDULE 2019-2020 (BASE SALARY: \$42,030)

	2019-	-20
	Medical	
Exp	Assistant	LPN
0	\$26,424	\$32,224
	0.6287	0.7667
1	\$27,383	\$33,393
	0.6515	0.7945
2	\$28,341	\$34,561
	0.6743	0.8223
3	\$29,303	\$35,734
	0.6972	0.8502
4	\$30,257	\$36,898
	0.7199	0.8779
5	\$31,220	\$38,071
	0.7428	0.9058
6	\$32,174	\$39,235
	0.7655	0.9335
7	\$33,132	\$40,408
	0.7883	0.9614
8	\$34,091	\$41,572
	0.8111	0.9891
9	\$34,986	\$42,669
	0.8324	1.0152
10	\$36,007	\$43,909
	0.8567	1.0447

h. Supplemental Salary Schedule

1. <u>Non-Athletics/Department Heads/Steering Teachers Supplemental Schedule</u>

WEST GEAUGA LOCAL SCHOOLS SUPPLEMENTAL CONTRACTS – NON-ATHLETICS 2017-2020

Base Salary		\$40,200	\$41,105	\$42,030
	la da	2017-	2018-	2019-
D. M.	Index	2018	2019	2020
Position	Factor	Amount	Amount	Amount
Academic Challenge Tutors 40 hr max (per hr)	0.0006825	27.44	28.05	28.69
Academic Decathlon	0.040	1608	1644	1681
Academic Tutor (per hour)	0.000685	27.54	28.16	28.79
Academic Tutor, Special Ed (per hour)	0.0009	36.18	36.99	37.83
Audio-Visual Computer Advisor (4)	0.054	2171	2220	2270
Anti-Bullying-MS	0.060	2412	2466	2522
Book Club (MS)	0.017	683	699	715
Class Advisor (Freshman)	0.026	1,045	1,069	1,093
Class Advisor (Sophomore)	0.026	1,045	1,069	1,093
Class Advisor (Junior)	0.050	2010	2055	2102
Class Advisor (Senior)	0.096	3859	3946	4035
Club Advisors (Latin, Art)	0.030	1,206	1,233	1,261
Club Advisor (MS Foreign Language)	0.025	1,005	1,028	1,051
Club Advisor (World Languages)	0.025	1,005	1,028	1,051
Curio Literary Advisor	0.025	1,005	1,028	1,051
Destination Imagination (District)	0.030	1206	1233	1261
Dramatics (HS)	0.050	2010	2055	2102
Dramatics (MS)	0.050	2010	2055	2102
Dramatics Assistant	0.025	1005	1028	1051
Drama Club (Elementary) (2)	0.030	1206	1233	1261
Elementary Musical (2)	0.050	2010	2055	2102
Elementary Musical Assistant (2)	0.025	1005	1028	1051
Envirothon Advisor	0.030	1206	1233	1261

HUGS	0.025	1005	1028	1051
Instructional Technology Specialists (4)	0.067	2693	2754	2816
Instrumental Music	0.087	3497	3576	3657
Instrumental Music Assistant	0.073	2935	3001	3068
It's Your Move Club (MS)	0.025	1005	1028	1051
Interact Club	0.025	1005	1028	1051
Latin Academic Team	0.040	1608	1644	1681
Lighting and Sound	0.050	2010	2055	2102
Marching Band	0.120	4824	4933	5044
Marching Band Assistant	0.080	3216	3288	3362
Marching Band Auxiliary	0.080	3216	3288	3362
Master Teacher Committee Chair	stipend	\$250 per	=	
Master Teacher Committee Member	stipend	\$50 per mee	ting (1)	
Mentor, Level 1 – First Mentee	0.045	1809	1850	1891
Mentor, Level 1 – Second Mentee	0.0225	905	925	946
Mentor, Level 2 - First Mentee	0.0340	1367	1398	1429
Mentor, Level 2 - Second Mentee	0.017	683	699	715
Mentor – Lead	0.060	2412	2466	2522
Mock Trial Coach	0.040	1608	1644	1681
Musical	0.079	3176	3247	3320
Musical Accompanist	0.025	1005	1028	1051
Musical Assistant (HS)	0.040	1608	1644	1681
National Honor Society	0.030	1206	1233	1261
Newspaper (HS)	0.031	1246	1274	1303
Newspaper (MS)	0.031	1246	1274	1303
Our majorist Trip west accounted by a mostly an				
Overnight Trip not covered by another suppelmental (per night)	atinand	ФГО i h t		
suppermental (per hight)	stipend	\$50 per night		
PANDA Club (MS)	0.030	1206	1233	1261
Power of the Pen	0.040	1608	1644	1681
Proficiency Tutor/Academic Coach (per hr)	0.0006825	27.44	28.05	28.69
,				
Science Club (MS)	0.030	1206	1233	1261
Science Olympiad (District) (2)	0.030	1206	1233	1261
Sixth Grade Outdoor Education Director	0.030	1206	1233	1261
Student Council (HS)	0.063	2533	2590	2648
Student Council (MS)	0.063	2533	2590	2648
Student Council (Elementary) (2)	0.040	1608	1644	1681

Teen Institute	0.030	1206	1233	1261
West G TV	0.054	2171	2220	2270
Vocal Music	0.087	3497	3576	3657
Vocal Music Assistant	0.067	2693	2754	2816
Vocal Ensemble (Elementary) (2)	0.030	1206	1233	1261
NAVABA (NAVa ura a sa al-Balada)	0.000	4000	4000	4004
WAM (Women and Math)	0.030	1206	1233	1261
WEB Masters (Building) (4)	0.054	2171	2220	2270
WGPDC Chairman	stipend	\$1,500 annua	ally	
WGPDC Member	stipend	\$150 per r (4)	meeting	
Yearbook (HS)	0.080	3216	3288	3362
Yearbook Assistant (HS)	0.060	2412	2466	2522
Yearbook (MS)	0.040	1608	1644	1681
Yearbook Assistant (MS)	0.029	1166	1192	1219
Yearbook (Elementary) (2)	0.035	1407	1439	1471

i. <u>Athletic Supplemental Schedule</u>

WEST GEAUGA LOCAL SCHOOLS SUPPLEMENTAL CONTRACTS – ATHLETICS 2017-2020

Base Salary		\$40,200	\$41,105	\$42,030
	ı ı	2017-	2018-	2019-
D 11	Index	2018	2019	2020
Position	Factor	Amount	Amount	Amount
Fall Faculty Manager	0.100	4020	4111	4203
Winter Faculty Manager	0.100	4020	4111	4203
Spring Faculty Manager	0.090	3618	3699	3783
Faculty Manager/MS	0.104	4181	4275	4371
Head Football	0.190	7638	7810	7986
Asst. Football/HS	0.190	5628	5755	5884
Asst. Football/MS	0.090	3618	3699	3783
Head Boys Basketball	0.180	7236	7399	7565
Asst. Boys Basketball/HS	0.122	4904	5015	5128
Asst. Boys Basketball/MS	0.090	3618	3699	3783
Head Girls Basketball	0.180	7236	7399	7565
Asst. Girls Basketball/HS	0.122	4904	5015	5128
Asst. Girls Basketball/MS	0.090	3618	3699	3783
Head Lacrosse	0.100	4020	4111	4203
Asst. Lacrosse	0.070	2814	2877	2942
Head Wrestling	0.170	6834	6988	7145
Asst. Wrestling/HS	0.112	4502	4604	4707
Asst. Wrestling/MS	0.097	3899	3987	4077
Head Soccer	0.150	6030	6166	6305
Asst. Soccer/HS	0.104	4181	4275	4371
Asst. Soccer/MS	0.078	3136	3206	3278
Head Baseball	0.120	4824	4933	5044
Asst. Baseball/HS	0.085	3417	3494	3573
Asst. Baseball/MS	0.078	3136	3206	3278

Head Track	0.120	4824	4933	5044
Asst. Track/HS	0.085	3417	3494	3573
Asst. Track/MS	0.078	3136	3206	3278
Asst. Track Level 2	0.030	1206	1233	1261
Head Gymnastics	0.120	4824	4933	5044
Asst. Gymnastics/HS	0.085	3417	3494	3573
Head Softball	0.120	4824	4933	5044
Asst. Softball/HS	0.085	3417	3494	3573
Asst. Softball/MS	0.078	3136	3206	3278
Head Volleyball	0.150	6030	6166	6305
Asst. Volleyball/HS	0.104	4181	4275	4371
Asst. Volleyball/MS	0.090	3618	3699	3783
Head Cross Country	0.120	4824	4933	5044
Asst. Cross Country/HS	0.085	3417	3494	3573
Asst. Cross Country/MS	0.078	3136	3206	3278
Head Golf	0.100	4020	4111	4203
Asst. Golf	0.070	2814	2877	2942
Head Tennis	0.100	4020	4111	4203
Asst. Tennis	0.070	2814	2877	2942
Weight Room Coordinator	0.030	1206	1233	1261
Athletic Coordinator/MS	0.042	1688	1726	1765
Cheerleader Advisor/HS	0.060	2412	2466	2522
Cheerleader Advisor/MS	0.040	1608	1644	1681
Intramural/HS (up to four positions per	0.070	2814	2877	2942
Intramural/MS (up to four positions per building)	0.010	402	411	420

WEST GEAUGA LOCAL SCHOOLS SUPPLEMENTAL CONTRACTS – DEPARTMENT HEADS 2017-2020

The following Department Heads/Steering Teachers/Team Leader will be paid at a rate of 0.01 per person, per department, per building. Total compensation is not to exceed 0.04.

Department Heads:

- Art
- Business
- English
- Foreign Language
- Guidance
- HPE
- Technology
- Family/Consumer Science
- Library
- Math
- Music
- Reading
- Science
- Social Studies
- Special Education
- Sixth Grade

Steering Teachers:

- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade

Team Leader

Registered Nurse

	\$40,200	\$41,105	\$42,030
	2017-18	2018-19	2019-20
Index			
Factor	Amount	Amount	Amount
0.01	402	411	420
0.02	804	822	841
0.03	1206	1233	1261
0.04	1608	1644	1681

D. PAYRATE FOR TUTORS

Any teacher working as a tutor shall be paid at the hourly rate of 0.000685 of the base salary.

1. Any teacher working as a special education classroom tutor shall be paid at the hourly rate of 0.00090 of the base salary. Further, special education classroom tutors will receive longevity step increase of \$1.00 per hour for each five (5) years of teaching service in the West Geauga system, such service defined by the Ohio Revised Code.

E. WORK OUTSIDE THE CONTRACTUAL YEAR

Staff members who agree to work outside the contractual year (e.g. curriculum writing) shall be paid at a daily rate equal to 0.0050 of the current base salary. This does not include extended service which is part of an employee's limited contract.

F. TRAVEL REIMBURSEMENT

When, during the course of their employment, teachers are required to use their vehicles to properly fulfill their assigned duties, they shall be reimbursed at the IRS per mile rate within the school district during the school day. Travel outside the district and/or school day shall be reimbursed at the same rate, but such reimbursement shall be subject to prior authorization for such travel by the Superintendent.

G. SEVERANCE PAY

- 1. The Board shall grant severance payment pursuant to O.R.C. 124.39 to teachers based on unused accumulated sick leave days subject to the following conditions:
 - a. The teacher must meet the minimum requirements of age and service for retirement in the State Teachers Retirement System of Ohio (on the date on which he/she terminates his service, and must apply for severance pay within 120 days of the date of the termination of service). To be eligible for this severance payment, the bargaining unit member must also have completed a total of at least ten (10) years of service with this District and/or any other political subdivision in Ohio.
 - b. The teacher must file a copy of the retirement application papers with the Treasurer of the Board and write a letter of resignation for retirement purposes to the Board.
 - c. A teacher will not be eligible for severance payment from the West Geauga Local School District if he/she has collected prior severance pay from any employer unit covered by the STRS, SERS or OPERS systems in Ohio including from this District.

- d. Severance payment will be based on one-fourth (1/4) of the teacher's accumulated and unused sick leave days. Accumulated sick leave will be zero (0) after the severance payment is made.
- e. All sick leave days accrued in the West Geauga Local School District and sick leave days that are legally transferable from prior employment shall be used in computing condition Article XIV. G., 1., d.
- f. The number of days as determined in condition Article XIV, G., 1., d., shall be multiplied by the per diem rate of the retiring teacher in order to determine the amount of the severance payment. The per diem rate is determined by dividing the (regular) annual salary (exclusive of extra duty compensation) by the number of days in the adopted calendar for the position.
 - Number of allowable severance days will not increase from current levels for the life of this Contract.
 - 2. Maximum number of sick leave days to compute severance pay. Computation shall not exceed three hundred (300) days. Maximum severance payment shall be seventy-five (75) days.
- g. A person who retires and receives severance payment from an employing unit covered by the STRS, SERS, or OPERS Systems of Ohio and later is employed in the West Geauga Local School District shall have the total number of accumulated and unused sick leave days used in the calculation of prior severance payment deducted from his/her total balance of accumulated sick leave days.
- h. The retiring teacher shall not be eligible for unemployment compensation.
- The teacher must certify that all eligibility criteria have been met.
- j. All severance payments shall be made in accordance with the following Special Pay Plan:
 - 1. Participation in the 403(b) Special Pay Plan shall be mandatory for any eligible teacher fifty-five (55) years of age or older in the calendar year in which the teacher retires. For those eligible employees under the age of fifty-five (55), severance payments shall be made in a cash payment directly to the employee.

- 2. The required contribution to the 403(b) Special Pay Plan shall be made within the timeframe described above; provided, however, that if the amount payable to the 403(b) Special Pay Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Special Pay Plan after the first payroll date in January of the next calendar year.
- 3. A teacher who is a participant in the 403(b) Special Pay Plan shall complete a 403(b) Special Pay Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Special Pay Plan on behalf of the teacher.
- 4. If a teacher is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall be paid to a beneficiary of the teacher in accordance with the terms of the 403(b) Special Pay Plan. In the event no beneficiary was designated by the employee, the severance pay will be paid to the deceased's estate.
- 5. The Plan year of the 403(b) Special Pay Plan shall be the calendar year.
- Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403(b) Special Pay Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments.
- 7. All contributions to the 403(b) Special Pay Plan and all check payments to teachers shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board nor the WGEA guarantees any tax results associated with the 403(b) Special Pay Plan or check payments made to a teacher.
- 8. In the event a teacher is ineligible to participate in the 403(b) Special Pay Plan and dies, the severance pay shall be paid to the employee's estate.
- k. Severance payment may be withheld by the Board until all debts and obligations of the retiring teacher due the Board are discharged.

H. EARLY RETIREMENT INCENTIVE

Any bargaining unit member who is or will become eligible for Early Retirement as defined by the State Teachers Retirement System (STRS) (see Section Article XIV, H., 3.) may elect to participate in the early retirement incentive program by providing written notice to the Superintendent's office prior to March 15 in the first year of retirement eligibility.

- 1. Effective for the duration of this contract, any bargaining unit member who becomes eligible for Early Retirement during a school year (see Article XIV, H., 3) accrues the right to this retirement incentive if he/she actually retires between the end of the school year and July 10 of the school year in which the employee first becomes eligible.
- 2. Payment of Early Retirement Incentive

2017-2020 Years of Service
Based on eligibility (Article XIV, H., 3.)
for Early Retirement under STRS Rules

Payment **

\$25,000

- 3. To receive this benefit, an employee must elect an Early Retirement under STRS rules in one of the following categories:
 - a. Any age and 30 years of Ohio service credit or
 - Age 55 and 27 years of Ohio service credit (effective August 1, 2019, Age 55 and 28 years of Ohio service credit) or
 - c. Age 60 and 5 years of Ohio service credit.
- 4. Payment of the retirement incentive and severance pay shall be as follows:
 - a. For those retiring in the 2017-2018 school year:
 - 1. One-third (1/3) severance in January, 2019, and one-half (½) incentive in August 2018
 - 2. One-third (1/3) severance in January, 2020, and one-half (½) incentive in August, 2019
 - 3. One-third (1/3) severance in January, 2021
 - b. For those retiring in the 2018-2019 school year:
 - 1. One-third (1/3) severance in January, 2020, and one-half (½) incentive in August, 2019
 - 2. One-third (1/3) severance in January, 2021, and one-half (½) incentive in August, 2020
 - 3. One-third (1/3) severance in January, 2022
 - c. For those retiring in the 2019-2020 school year:
 - 1. One-third (1/3) severance in January, 2021, and

- one-half (1/2) incentive in August, 2020
- 2. One-third (1/3) severance in January, 2022, and one-half (½) incentive in August, 2021
- 3. One-third (1/3) severance in January, 2023
- d. Participating staff members who purchase out of state, military service credit, etc., will be required to provide documentation which will serve as proof as to when eligibility to retire occurred. When the purchase of time is involved, eligibility to receive the retirement bonus will only be available until July 10th following the date of purchase.
- 5. Payments issued under the retirement incentive bonus plan will be exempt from retirement contributions in accordance with Ohio Revised Code.
- 6. The retirement incentive program ends July 10, 2020.

I. <u>CROWD CONTROL ADMISSIONS</u>

Upon request, the Board shall provide two (2) free admissions to each teacher for admission to all sponsored school activities within the regulations established by the Auditor of the State of Ohio.

J. INSURANCES

1. Contribution. The Board shall provide an eighty percent (80%) paid insurance package for all members of the bargaining unit and their dependents consisting of comprehensive hospitalization, major medical, prescription, and dental. Part-time employee's benefits shall be pro-rated on the same basis, as is currently the practice, as follows:

PER MONTH/FAMILY
full Board contribution
½ Board contribution
0 Board contribution

Bargaining unit members scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.

A four tier medical insurance plan will be offered. The tiers are: Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the annual open enrollment period by completing the appropriate enrollment form(s).

 Life Insurance. The Board shall provide one hundred percent (100%) paid \$25,000 life insurance for all employees. If available, individuals and dependents shall have the right to purchase and pay for more than \$25,000 life insurance with the same company.

- 3. Rx Mail Order. Employees on maintenance prescription drugs should use the mail-in program. Employees may fill a prescription for maintenance medications up to three times at a network retail pharmacy, paying the applicable co-pay, before switching to the mail service pharmacy.
- 4. <u>Vision Plan.</u> The Board will provide a reimbursable vision program as follows: \$150 per calendar year for employees with single dental coverage and \$300 per calendar year for employees with family dental coverage. For purposes of the vision payment, "family" shall include the tiers titled Family, Employee & Spouse, and Employee & child(ren).

5. Provider/Carrier Change

Once during the term of the contract for medical, dental and life insurance, the Board of Education may, in its sole discretion, change carriers and/or providers, provided that such coverage and services shall be the same/equivalent as the coverage provided by the present carrier(s) as of the effective date of this Contract. The Board will consult with the West Geauga Healthcare Committee prior to any change in carriers or providers. No change in benefits will be made without the recommendation of the insurance committee and a vote of the parties.

6. West Geauga Health Insurance Committee

Three (3) bargaining unit members (appointed by the WGEA president) shall be members of the West Geauga Health Care Committee. The Committee shall study trends and utilization, assist with transitions, issues and complaints, and plan for education of all members of the bargaining unit about the insurance plan benefits.

7. Plan Design

a. Medical

Benefit Type	Benefit Level
Deductible - Single/Family (network)	\$250/\$500
Deductible - Single/Family (non-network)	\$750/\$1,500
Co-Insurance (network)	90%
Co-Insurance (non-network)	70%
Co-Insurance Maximum - Single/Family (network)	\$750/\$1,500
Co-Insurance Maximum - Single/Family (non-network)	\$2,200/\$4,400
Annual Out of Pocket Maximum - Single/Family	5,000/\$10,000
(network)	
Annual Out of Pocket Maximum - Single/Family (non-	unlimited
network)	
Office Visit Copay – Primary Care	\$10
Office Visit Copay – Specialist	\$10
Emergency Room	\$75
Non-Emergency Use of Emergency Room	Not Covered
Urgent Care Copay	\$35

b. Prescription Drug

Benefit Type	Benefit Level	
Generic Copay	\$10 retail, 30-day supply	
	\$25 mail order, 90-day supply)	
Formulary Copay	\$30 retail, 30-day supply	
	\$75 mail order, 90-day supply	
Non-Formulary	\$60 retail, 30-day supply	
Copay	\$150 mail order, 90-day supply	

c. Dental

Benefit Type	Participating Provider	Non-Participating Provider
Benefit Period Deductible (Per Person/Per Family)	\$25 / \$50	
Class I/Preventive Care	100%	100%
Class II/Basic Restorative	90% after plan	80% after plan
	deductible	deductible
Class III/Major Restorative	60% after plan	60% after plan
	deductible	deductible
Class IV/Orthodontia		
(applies only to a Dependent	50%	50%
Child less than 19 years old)		
Class V	60% after plan	60% after plan
	deductible	deductible
Class IX/Implants	60% after plan	60% after plan
	deductible	deductible

- 8. Teachers scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.
- 9. A four tier medical insurance plan will be offered. The tiers are Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the open enrollment period by completing the appropriate enrollment form(s).
 - a. Members will be notified of the rate structure for Single, Employee & Spouse, Employee & Child(ren), and Family medical insurance plans before the conclusion of the open enrollment period each insurance plan year.
- 10. The Board shall contract with telemedicine provider (Call a Doctor Plus) for their services. It is agreed by both parties that our participation in telemedicine shall be evaluated by the Insurance Committee on a yearly basis. The Board shall assume the cost and participant fees for this service.

K. HEALTH MAINTENANCE ORGANIZATION

Effective July 1, 2001, all new employees or employees currently on the traditional health plan will only be offered the traditional health plan. Teachers who are currently participating in the Health Maintenance Organization (HMO) program can remain in the program but will not be able to participate in the district's prescription discount drug program unless they elect to participate in the traditional health plan.

1. In the event that the HMO cost for equivalent hospitalization/surgical medical coverage exceeds the cost of hospitalization/surgical medical coverage, the Board's contribution will be limited to the amount paid by the Board for equivalent hospitalization/surgical medical coverage.

L. <u>FLEXIBLE SPENDING ACCOUNT</u>

- 1. A Plan Design for a Flexible Spending Account (FSA) shall be offered to Teachers on a voluntary basis to use pre-tax dollars for qualified non-covered medical, dental and vision care expenses including deductibles and coinsurance.
- 2. A Plan Design for a FSA shall be offered to Teachers on a voluntary basis to use pre-tax dollars to pay for qualified dependent care expenses including, but not limited to babysitting and day care.
- 3. The FSA Plan Designs shall be administrated by a third party.
- 4. The FSA third-party administrator shall present to Teachers the necessary enrollment forms, materials, and other documents for the purpose of educating Teachers before they decide to enroll in the FSA. The FSA third-party administrator shall come to the school district to make the needed presentation(s) prior to the annual open enrollment period.
 - a. The Board shall cover all administrative costs including but not limited to set-up fees, ongoing administrative fees and participant fees.

M. INSURANCE CONTRACTS

The Board shall provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this Contract. Copies of existing contracts shall be provided to the Association within one (1) week of ratification of the Contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided within one (1) week after they are received.

N. DESCRIPTION OF PLAN BENEFITS

Within sixty (60) days following the signing of this Contract and thereafter as amendments in coverages are made, each teacher shall receive a plan description for each insurance benefit provided by the Board as it is available from the insurance company.

O. STRS PICKUP

The Board herewith agrees to pickup (assume and pay) contributions to the State Teachers Retirement System on behalf of the teachers on the following terms and conditions:

- 1. The amount to be picked up and paid on behalf of each teacher shall equal the amount he/she is required to STRS to pay into his/her account. The teacher's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- 2. The pickup percentage shall apply uniformly to all members of the bargaining unit.

P. SUBSTITUTE TEACHER PAY

A substitute teacher shall be paid no less than 0.0025 of the base salary (\$100.50 for 2017-18) (\$102.76 for 2018-19) (\$105.08 for 2019-2020) per day.

- 1. Long Term Substitute Pay Teachers employed as a substitute with an assignment to one (1) specified teaching position shall be paid at the daily substitute rate determined in Article IX, P., for the first thirty (30) days of their long-term assignment. After said number of days in one (1) assignment, Long Term Substitutes shall be placed on the Teacher Salary Index Schedule in accordance with Article XIV, C., 2., a. through Article XIV., C., 2., i., with an experience level from BS + 0 to BS + 5 years maximum, depending upon years of experience.
 - a. Long Term Substitutes who are former regular employees of the West Geauga Local School District shall be paid at the daily substitute rate as determined in Article XIV, P., for not more than the first thirty (30) days of their assignment to one (1) specified teaching position. After said number of days, former West Geauga Local School district regular employees shall be placed on the Teacher Salary Index Schedule in accordance with Article XIV, C., 2., a. through Article XIV., C., 2., i., with an experience level of BS + 0 to BS + 5 years maximum, depending upon years of experience.

Q. CLASSROOM COVERAGE BY TEACHERS

The Board agrees to pay the rate of thirty dollars (\$30.00) per hour at the elementary schools and thirty dollars (\$30.00) per class period at the middle school and high school for classroom coverage by teachers.

R. REHIRING A RETIRED WEST GEAUGA TEACHER

Any bargaining unit member who wishes to retire contingent upon being rehired to the same position may indicate same in writing to the Superintendent by March 15. The Superintendent will notify the bargaining unit member of his/her intent to recommend the rehire to the Board pending a public hearing no later than May 15. If that bargaining unit member is recommended by the Superintendent for the position being requested, said bargaining unit member shall earn seventy percent (70%) of the annual salary held upon their retirement for each year that they are rehired based on the teacher salary schedule at the appropriate training level and shall receive all the other rights and benefits of the contract between the Association and the Board, except that the bargaining unit member shall receive only a one (1) year contract. Employment in subsequent years shall be at the discretion of the Board. Also, the bargaining unit member shall not be eligible for additional severance pay unless he/she works five (5) years.

For transition purposes, this section will take effect thirty (30) days after ratification by the parties.

ARTICLE XV - EFFECTS OF THE CONTRACT

A. NO REPRISALS

There shall be no reprisals taken against the teachers for action taken relative to negotiations, membership representation, holding office in the Association, for the formal filing of a grievance, for utilizing any benefit of this Contract, and/or for holding membership in the Association.

B. AMENDMENT

This Contract represents the full understanding and commitment between the parties. This Contract may be added to, deleted from, or otherwise changed only by an amendment in writing properly signed and adopted by each party.

C. <u>SEVERABILITY</u>

If any provision of this Contract or any application of this Contract to any teacher or group of teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. LEGAL RIGHTS

Nothing in this Contract shall deny any teacher rights or privileges that are granted to said teachers by the Ohio Revised Code or any other statute or law.

- The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.
- 2. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract and Ohio statutes.

E. INDIVIDUAL CONTRACTS

All individual contracts entered into between a teacher and the Board shall be consistent with the terms and conditions of this Contract.

Article X., Compensation for bargaining unit positions shall not exceed those rates set forth in this Contract except as agreed to by the parties to this Contract.

F. <u>DUPLICATION AND</u> DISTRIBUTION

- 1. <u>Distribution</u> As soon as is reasonably possible after the parties have formally ratified this Contract, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Association shall have copies of the Contract printed and distributed to each teacher. Teachers hired thereafter shall also be furnished with a copy of the Contract upon employment.
- 2. <u>Cost of Preparation and Printing</u> The Board shall pay all costs associated with printing and distribution of the Contract.

G. TOTAL AGREEMENT

The parties acknowledge that this Contract constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

H. <u>DURATION</u>

This contract shall remain in force from July 1, 2017 through 11:59 PM June 30, 2020.

The parties to this Contract signed this date	e June <u>12.</u> , 2017.
FOR THE ASSOCIATION	FOR THE BOARD
The Sa	Doughamme
Phil Shiban, President	Dan Thoreson, President
	Redul a. Machault
Bill Bryan, Chairperson	Rich Markwardt, Superintendent
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Kelly Klampe, Vice President	Karen Penler, Treasurer
Trank Vosicky	
Frank Vosicky, Treasurer	
Qual thomas	Phalugya
Anne Thomas, Labor Relations Consultant	Dan McIntyre, Attorney

APPENDIX A

OTES evaluation forms can be found at:

http://education.ohio.gov/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System

OSCES evaluation forms can be found at:

http://education.ohio.gov/Topics/Teaching/Educator-Evaluation-System/School-Counselor-Standards-and-Evaluation